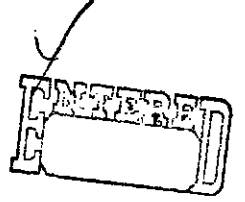


✓ The Long Island Contr Assoc. Inc.
K# 8746

LOCAL 282



International Brotherhood of Teamsters

The Nassau-Suffolk
Heavy Construction & Excavating
& Asphalt Industry
Contract

2008-2011



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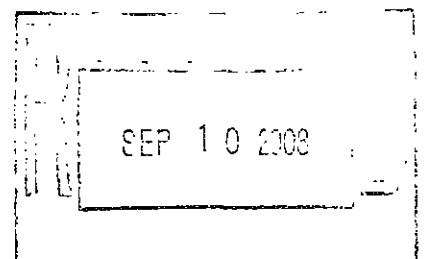


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**THE NASSAU/SUFFOLK
HEAVY CONSTRUCTION & EXCAVATING
AND ASPHALT INDUSTRY CONTRACT
2008-2011**

AGREEMENT entered into between the undersigned EMPLOYER and BUILDING MATERIAL LOCAL UNION 282, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called the Union, to govern all hours, wages and conditions of employment herein set forth from the 1st day of July 2008, through the 30th day of June 2011.

SECTION 1. RECOGNITION, UNION SECURITY AND JURISDICTION

(A) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Employees classified as chauffeurs, on-site stewards and Euclid & Turnapull operators. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing upon the execution of this Agreement shall remain members in good standing and those who are not then members shall, on the thirtieth (30th) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

(B) Heavy Construction and Excavating Work is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Building Superstructures, since this latter work is agreed to be a separate and distinct branch of the Construction Industry. If the Employer engages in any work covered by the Union's High-Rise Contract, both parties shall comply with all other conditions then existing in that Agreement.

(C) The territory covered by this agreement shall include Nassau and Suffolk Counties, New York.

SECTION 2. EMPLOYEE AND PROJECT CLASSIFICATIONS

(A) Tier "A" Employees are those Employees who have been hired and completed their probationary periods of employment prior to June 30, 2008. Tier "B" Employees are those Employees who have been hired after July 1, 2008, or who did not complete their probationary period before June 30, 2008.

(B) Tier "A" Employees will be given the first opportunity to perform Full Rate Work, which is defined as, and limited to, projects subject to prevailing wage laws or Project Labor Agreements (PLA) (public or private) to which the Union has agreed to be bound.

(C) If sufficient Full Rate Work is not available, the Employer shall offer to its Tier "A" Employees, according to seniority, the opportunity to perform other construction projects not meeting the definition of Full Rate Work before the assignment of work to Tier "B" Employees. A Tier "A" Employee, whether qualified or not, has the right to refuse to work on

other construction projects, provided the Employer has the required amount of Employees to fill that day's employment needs.

(D) Tier "B" Employees, according to established seniority lists, and following the assignment of all available Tier "A" Employees, may be offered the opportunity to perform Full Rate Work. Tier "B" Employees performing Full Rate Work, however, shall not be covered by any of the work rules or conditions contained in this Agreement, except that such Tier "B" Employees will be paid wages and benefits at the applicable rate for hours worked on Full Rate Work.

If Tier "A" Employees or Tier "B" Employees are assigned and perform work both on Full Rate Work and other construction projects during different times of the same work day, the Employee(s) will be paid wages and benefits at the rate established for Full Rate Work for all hours worked in that day.

SECTION 3. WAGES AND UNION DUES

(A) Wage rates for Full Rate Work shall be as follows:

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 2008	\$32.885	\$ 263.08	\$1,479.83
July 1, 2009	\$33.905	\$ 271.24	\$1,525.73
July 1, 2010	\$34.655	\$ 277.24	\$1,559.48

(B) For the purpose of recovering market share in Nassau and Suffolk Counties, the parties agree that wage and benefit rates for construction work other than Full Rate Work shall be as set forth in this Section 3(B). For the first year of this Agreement, these rates will apply only to signatory Employers whose primary business operations, as defined by construction projects rather than company headquarters, have been in Nassau and Suffolk Counties for the past twelve (12) months.

	<u>Effective July 1, 2008</u>	<u>Effective July 1, 2009</u>	<u>Effective July 1, 2010</u>
Welfare "D" Rate	\$6.25	\$6.75	\$7.25
Pension	\$7.00	\$7.00	\$7.00
Wage	<u>\$19.25</u>	<u>\$20.00</u>	<u>\$20.75</u>
	\$32.50	\$33.75	\$35.00

(C) Upon receipt of a written authorization in accordance with law, the Employer shall checkoff Dues and initiation fees and forward same to the Union as required by the Union. Effective July 1, 2008, the Employer agrees to deduct from the wage rate of each Employee

covered by this agreement and to pay to the Union, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Ninety Cents (\$.90) for each hour paid for Full Rate Work, and the sum of Twenty Cents (\$.20) for each hour paid for construction work other than Full Rate Work.. In addition, the Employer agrees to deduct from the wage of each Employee covered by this Agreement and to pay to the Local 282 Building Fund, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Ten Cents (\$.10) for each hour paid, whether it is for Full Rate Work or for construction work other than Full Rate Work.. This shall be in addition to any regular monthly Union dues checked off pursuant to written authorization, pursuant to law.

Said sums shall constitute a part of said Employee's Local Union No. 282 Union dues.

(D) Payment of dues checked off shall be forwarded to the Union no later than the forty-fifth (45th) day after the close of the month in which the work was performed. The Union agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checked off except as expressly provided for in subsection (b) of the Section.

(E) Failure of the Employer to deduct and/or remit the Dues and Building Fund Monies described in this Section when due shall authorize the Union to immediately strike the Employer without filing a grievance or waiting for arbitration, notwithstanding any other provision in the Agreement. Before any action is taken by the Union, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving the Employer an opportunity to make the payments within five (5) days. Those Employees who would have worked but for the economic action shall be paid their wages by the Employer and have all fringe benefit contributions made by the Employer.

SECTION 4. HOURS OF WORK

(A) Hours of work for Employees performing Full Rate Work shall be as follows:

(1) The regular work week for Employees performing Full Rate Work shall be five (5) days, Monday to Friday inclusive, except as provided herein. Eight (8) hours shall constitute a day's work on a single shift. During the regular work week (Monday through Friday), all work in excess of eight (8) hours per shift or before the scheduled start time for that shift shall be paid at the rate of time and one-half ($1\frac{1}{2}$) times the applicable rate. In the event that a driver works more than five eight-hour shifts during the regular work week, all hours in excess of forty (40) shall be paid at the rate of time and one-half ($1\frac{1}{2}$) times the applicable rate. Where reasonably possible, the Employer will post, by the close of business, a list of job assignments for the following day.

(2) An Employee covered by this agreement shall be entitled to eight (8) hours pay once the Employee is put to work, unless the Employee leaves on his/her own volition. Standby time will be paid at the applicable rate only, for time until release, if the Employee does not work that day.

(3) An Employee who finishes the day's work at a barn other than from where the Employee begins the day's work will be entitled to transportation and pay back to the starting barn.

(4) Work done on Saturday shall be compensated at the rate of time and one-half (1½) times the straight time hourly rate.

(5) Employees ordered to report to work on Sunday are to be paid eight (8) hours pay at two (2) times the straight time hourly rate. Hours in excess of eight (8) on Sundays shall be paid at two (2) times the straight time hourly rate.

(6) Start times:

Regular Single Shift — 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM

Regular Two Shifts — 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM
3:30 PM to 12 Midnight
4:00 PM to 12:30 AM or
4:30 PM to 1:00 AM

Regular Three Shifts —

(i) First Shift 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM

(ii) Second Shift 3:30 PM to 11:30 PM or
4:00 PM to 12 Midnight or
4:30 PM to 12:30 AM

(iii) Third Shift 11:30 PM to 7:00 AM or
 12 Midnight to 7:30 AM or
 12:30 AM to 8:00 AM

(7) On a regular shift job or off-shift job where the work day ends on Saturday Sunday or Holiday, the Employer may, at its discretion, define Saturdays, Sundays and Holidays as beginning at the end of said shift of the Saturday, Sunday or Holiday continuing for twenty-four (24) hours into the following day, so that single time is paid for all hours worked into the Saturday, Sunday or Holiday to complete the shift.

(8) Off-Shift. Any single shift that commences at any hour between 6 PM and 4:30 AM will work eight and one-half (8 1/2) continuous hours, allowing one half-hour for lunch.

Where the job specifications and/or Contract provide for night work outside the regular hours of work, the Employer may work five (5) consecutive eight (8) hour nights, Monday through Sunday. The Employee shall be paid at straight time plus twenty-five percent (25%) night work premium for the eight (8) hours worked during the night, and time and one-half times (1 1/2) the hourly rate (including night differential) for hours worked in excess of eight (8).

The off-shift must be a requirement of the Contract for construction Owner, or a requirement of the City, State or Federal regulations, and proof of same must be filed with the Union prior to any work commencing.

All shifts must allow one-half (1/2) hour for lunch, starting from the third and one-half (3 1/2) hour past the commencement of the shift and completed by the end of the fifth (5th) hour.

(9) Vehicle assignment for an Employee shall be once during the day from Vehicle A to Vehicle B and, if necessary, back to Vehicle A.

The Employer shall have the right to switch Employees once during a shift from a non-specialized truck (flat-bed, dump truck or any truck other than a specialized truck (heavy equipment trailer, tack coat fuel truck, or water truck)) to a specialized truck or from a specialized truck to a non-specialized truck. The Employer shall also have the right to shift Employees once during a shift from a Euclid & Turnapull to a fuel truck or from a fuel truck to a Euclid & Turnapull.

When an attenuator truck is parked by a Teamster, and while parked is not manned, the Teamster may perform other duties.

(B) The hours of work for Employees performing work other than Full Rate Work shall be as follows:

The regular work hours for Employees performing work other than Full Rate Work shall be forty (40) hours per week with any hours worked beyond to be considered

overtime. Overtime shall be compensated at a wage rate of one and one-half (1½) times the straight time rate. Work done on Sunday shall be compensated at a wage rate of one and one-half (1½) times the straight time rate. Standby time will be paid at applicable rate only, for time until released, if Employee does not work that day. The rules set forth in Section 4(A) shall not apply to Tier "B" Employees.

SECTION 5. HOLIDAYS

The days which are to be observed as holidays shall be as follows:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

Employees who do not work a holiday shall be compensated two (2) hours extra pay in straight time wages at the applicable "A" or "B" rate for every day worked during the week of a recognized holiday. If two (2) holidays appear in the same week, Employees will be compensated five and one-third (5 1/3) hours for every day worked that week.

Employees ordered to work on President's Day or the day after Thanksgiving Day shall be paid eight (8) hours pay at the straight time rate, plus one (1) day's holiday pay. Overtime work on these holidays shall be paid at two (2) times the straight time hourly rate.

Employees ordered to report for work on any of the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are to be paid eight (8) hours pay at two (2) times the straight time hourly rate, plus one (1) day's holiday pay. Overtime work shall be paid for at the rate of four (4) times the straight time hourly rate.

No Employee shall receive pay for any holiday from more than one (1) Employer. An Employee, whether qualified or not, has the right to refuse to work on a holiday, provided the Employer has the required amount of Employees to fill that day's employment needs.

SECTION 6. COMPANY EQUIPMENT

For the purpose of providing maximum employment for the Employees of the Employer and for all Employees within the industry-wide collective bargaining unit covered by this Agreement, to the maximum extent permitted by law, and for the further purpose of protecting the job security, wages and other standards of employment established in this industry through collective bargaining from destruction or erosion, it is hereby agreed as follows:

(A) The Employer agrees to retain the number of trucks in each category driven by Employees represented by Local 282 that it owned on June 30, 1996. In addition, an Employer who signs the collective bargaining agreement with Local 282 for the first time after July 1, 1996 will retain the number of trucks owned as of the effective date of its first collective bargaining agreement. Said Employers can buy and sell any number of trucks over the aforementioned number, at the Employer's discretion. In the event economic conditions are such that the trucks

owned as of June 30, 1996, or the date of said first collective bargaining agreement (whichever is applicable), are not working for forty-five (45) continuous days in the period between March 15 and December 14 and during said 45 days the Employer has not hired any outside trucks, it shall be considered that the trucks are in excess due to a failing economy and the Employer shall be free to sell such idle trucks and the Employer's obligation to own equipment is thereby reduced by the number of such idle trucks. Once the Employer has reduced its obligation to own trucks in accordance with this Section, the acquisition of additional equipment will not increase said obligation. In the event that idle days before December 15 and after March 15 are aggregated, the applicable period shall be sixty (60) continuous days. Time during which a truck is not working due to inclement weather shall not be counted, nor shall the period of December 15 through March 15 be counted towards said 45 or 60 day periods.

(B) Notwithstanding anything to the contrary in this Agreement, the following shall apply to any Employer who is a General Contractor, as distinguished from an Employer who is not a General Contractor, including but not limited to Utility Contractors and Employers who are in the truck rental business. No Employer shall be deemed a General Contractor as defined herein without the consent of the Union. Any such General Contractor can buy and sell any number of trucks at its discretion as hereinafter set forth. In the event that any trucks owned by a General Contractor as of June 30, 1996, or the date of said first collective bargaining agreement (whichever is applicable), are not working for twenty-five (25) continuous days in the period between March 15 and December 14 and during said 25 days the General Contractor has not hired outside trucks (except as otherwise permitted under this Agreement), the General Contractor shall be free to sell such idle trucks and the General Contractor's obligation to own equipment is thereby reduced by the number of such idle trucks. Once a General Contractor has reduced its obligation to own trucks as provided for herein, the acquisition of additional equipment will not increase said obligation. In the event that idle days before December 15 and after March 15 are aggregated, the applicable period shall remain 25 continuous days. Time during which a truck is not working due to inclement weather shall not be counted, nor shall the period between December 15 and March 15 be counted towards said 25 day period.

(C) Any truck put in the shop for repairs shall be repaired in a reasonable length of time. The Union shall have the right, upon complaint of a driver of a violation of this Section, to have an impartial mechanic or Steward check the repairs made on said truck. The Employer shall be held responsible for any work days lost by a driver in excess of reasonable time needed for repairs on said truck.

(D) The Employer shall not hire outside trucks or equipment unless all his available, suitable trucks and equipment are in use. Thereafter, the Employer shall hire only from others whose drivers receive wages, working conditions, benefits and standards of employment no less favorable than those contained herein, and who agree to submit any grievance or dispute concerning their compliance with such undertaking to the Joint Labor-Management Disputes Panel in accordance with the Settlement of Disputes provision contained in this Agreement. Each morning the Employer shall provide the Shop Steward with a list of trucks hired for that day. Said list shall be posted by the Shop Steward.

The Employer shall notify Local 282 and the Local 282 Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds ("Funds"), on a weekly basis, of the

identity and address of the truck or equipment supplier, the number of trucks supplied, and the hours of work involved for each truck. If the Union, by an officer, by written notice with report of delivery notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the receipt of such notice (hereinafter referred to as the "Notice Date"). The Union will promptly provide written notice to the Employer, once the non-complying truck or equipment supplier is in compliance.

The truck or equipment supplier shall pay to the persons or Fund(s) entitled thereto the amount of any delinquency arising prior to the Notice Date. The Employer and truck or equipment supplier may be held jointly liable and may have to pay to the person or Funds entitled thereto the amount of any delinquency arising after the Notice Date.

If the Employer hires trucks or equipment from Owner-Driver who do not have a collective bargaining agreement with Local 282, the following conditions shall prevail:

(1) "Owner-Driver" is defined as a person who owns (or in fact controls) one (1) truck or piece of equipment, and who, in fact, personally operates that piece of equipment, and who does not possess the normal attributes of an "Employer" in the industry.

(2) The Owner-Driver shall be deemed and Employee of the Employer that has bid for and been awarded the job for which trucking services are required and for which Owner-Driver are engaged, and the Employer expressly reserves the right to control the manner, means and details of and by which the Owner-Driver performs his services as well as the ends to be accomplished, in a manner consistent with this Agreement.

(E) The Employers shall make contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds for an Owner-Driver in the same amounts and at the same time as for his own Employees.

(F) The Employer shall reimburse the Owner-Driver for tolls and shall pay penalties imposed upon the Owner-Driver for overloading and for spillage due to improper loading.

(G) The Owner-Driver who has a grievance may assert it only and exclusively through the Union and not otherwise.

(H) The Employer will not participate in any fashion, scheme, device or plan (either directly or indirectly through relatives, business associates or Employees) to defeat the terms and intent of this Section.

(I) "Trucks and equipment" shall include the following: trucks, tractors, trailers, euclids, tumapulls and other equipment within the jurisdiction of Local 282.

(J) No Employer shall send his trucks out of the jurisdiction of Local 282, unless he has no work for same or unless undue hardship would result.

(K) In order to maximize industry employment opportunities, the General Contractors will use company equipment when work is subcontracted to the maximum extent practicable when economically feasible.

(L) The seller who delivers materials shall use its own available suitable equipment to the maximum extent practicable when economically feasible.

(M) An Employer with a place of business outside the jurisdiction of Local 282 may not bring in manned trucks or equipment into the Local 282 jurisdiction unless the Employer's available suitable trucks or equipment are fully employed, and provided that such trucks or equipment are neither manned nor regularly employed in Local 282's jurisdiction.

(N) New clothing shall be provided to men working on liquid bituminous trucking.

SECTION 7. WORK PRESERVATION

(A) An Employer shall have the sole discretion to assign all pick-up trucks and suburbans, to Employees who may or may not be covered by this Agreement.

(B) A driver will take care of his cab, inside and out.

(C) Each morning the Shop Steward shall be provided with a list of all jobs scheduled for that day.

(D) All trucks on the Employer's job site will have its owners' names and addresses printed thereon.

(E) The Employer agrees that all containers utilized on the job site for removal of excavation material and construction debris shall be delivered and removed by persons covered by this Agreement.

(F) The Employer recognizes the Jurisdiction of its Employees covered by this Agreement to operate the equipment listed in Section 22 of this Agreement to perform work traditionally performed by Employees covered by this Agreement. This shall also include concrete mobile trucks and helicopters. The foregoing is not intended to interfere with situations in which any such trucks or other equipment are or may be operated by persons who are not covered by this Agreement for the performance of work not traditionally performed by Employees covered by this Agreement.

SECTION 8. BREAKDOWNS AND TRANSPORTATION

(A) When any vehicle breaks down, the Employer shall transport and pay the Employee back to the barn from which the Employee was assigned that day.

(B) An Employee who finishes the day's work at a barn other than that from which the Employee began the day's work will be entitled to transportation and pay back to the starting barn.

SECTION 9. SETTLEMENT OF DISPUTES

(A) Creation of Disputes Panel. A Joint Labor-Management Disputes Panel is hereby created to act as a Board of Arbitration and to hear and determine disputes referred to it, pursuant to the provisions of this Section. Such Panel shall consist of three (3) representatives designated by the Employer's negotiating committee and three (3) representatives designated by the Union, all of whom shall serve without compensation. The Employer representatives shall not include a party to a pending dispute or an official of such party. The representatives of the Union shall not include any business-agent directly involved in a pending dispute.

The Panel shall have two (2) Co-Chairs from among their number, one (1) designated by the Employer members, and one (1) designated by the Union members. During the term of this Agreement, the Panel members and Co-Chairs shall be as set forth in Appendix "A" hereto.

In the event of the resignation or death of a Panel member, or during the time when a Panel member is involved in a dispute pending before the Panel, the Alternate Panel member shall become a member of the Panel in said Panel member's place and stead and a new Alternate shall be named to fill the vacancy thus created by either the Employer or the Union Panel members, as the case may be.

(B) Jurisdiction of Panel. Any and all complaints, claims, grievances, controversies or disputes between the Union and the Employer in connection with or in relation to this Agreement or concerning the interpretation, application, performance or alleged breach thereof by either of the parties hereto, or by any other party signatory to this Agreement or with respect to any term or condition of employment hereunder, which the parties are unable to settle between them may, except for disputes concerning discharge of or disciplinary action against an Employee, be submitted for arbitration and final determination to the Joint Labor-Management Disputes Panel created in subdivision (a) hereof.

(C) Power and Duties of the Panel. The Panel shall investigate each and every complaint, claim, grievance or dispute referred to it and is empowered to call witnesses, issue subpoenas and subpoenas duces tecum, engage certified public accountants and, in its discretion on a case by case basis, keep minutes of the hearing. The decision of the Panel in any case, in addition to an award, may include an opinion, and the award may grant mandatory and injunctive relief, damages, and such other relief as the Panel deems appropriate. The Panel may also assess the actual reasonable costs and expenses of the proceeding equally among the parties thereto, or in such other disproportionate manner as it may determine. The decision of the Panel shall be in writing and shall be subscribed and acknowledged by all members concurring in the decision and shall be served on the parties to the dispute.

(D) Presentation of Dispute

(1) The jurisdiction of the Panel may be invoked by the Union or by any Employer signatory to this Agreement by the service of a written notice upon the Union, if invoked by an Employer, or upon the Panel, if invoked by the Union, which notice shall contain a clear and concise specification of the dispute and identification of the parties involved.

(2) If the Union is unable to resolve a dispute presented by an Employer to the latter's satisfaction within a reasonable time, the Union shall refer such grievance to the Panel, failing which, the Employer may refer it directly to the Panel. Disputes of the Union shall be referred directly to the Panel. The Panel shall hold regular meetings on the first Tuesday of each month or, if such day is a Holiday, on the next business day thereafter. In the event there are no matters scheduled to come before the Panel at a particular monthly meeting, such meeting may be canceled. The Panel, by either Co-Chair, shall notify all parties thereto of the dispute and of the time and place of the hearing no less than two (2) working days prior to the hearing. Notwithstanding the failure of any party duly notified to appear, the Panel may hear and determine the controversy upon the evidence produced. Each party shall be entitled to be heard, to present evidence and to cross-examine witnesses and shall have the right to be represented by an attorney.

To be a valid claim from an individual Employee of the Employer or member of the Local 282 bargaining unit, the claim must be received by the Union co-chair within fifteen days of the alleged occurrence. The Employer must receive notification of the claim within 30 days of the alleged violation. All claims which do not meet these requirements shall be declared null and void. [Said claim must be verified by the job supervisor, or the Shop Steward if the job supervisor is not available, in writing. This applies to where there is a super and/or Shop Steward.] [Employer's propose to delete bracketed language.] For a claim filed by any individual Employee of the Employer or any Local 282 bargaining unit member to be valid under this Section, the work in question must represent the equivalent of a fair day's work.

If a contractor cannot resolve a claim made against them, their representative must appear on the first and only scheduled date of the panel meeting for that claim.

(E) Panel Quorum and Vote.

(1) Four (4) members of the Panel, two (2) from those designated by the Employer and two (2) from those designated by the Union, shall constitute a quorum. The Panel may not act in the absence of a quorum. The decision of the Panel shall be considered as final if there is concurrence of at least four (4) members of the Panel.

(2) In the event of the failure of the Panel to fix a time and place for the hearing of the dispute as provided for herein, or if the Panel is deadlocked or fails to reach a decision within ten (10) working days after the first hearing, unless a quorum extends this period for an additional period not to exceed ten (10) working days, the dispute, at the insistence of any party thereto, may be submitted to one of the impartial Arbitrators designated in Appendix "B" (said Arbitrator to be selected as provided therein) for final and binding arbitration. The Arbitrator shall have all the powers granted to the Panel herein.

(F) Discharges and Disciplinary Action.

(1) Should any dispute arise between the Employer and the Union in connection with the discharge of an Employee or disciplinary action taken against an Employee (for just cause only) which cannot be adjusted by the parties themselves, the dispute shall be

submitted for arbitration to one of the impartial Arbitrators designated in Appendix "B" (said Arbitrator to be selected as provided therein). Such notice shall contain a clear and concise statement of the grievance and the arbitration shall proceed, at the direction of the Arbitrator, to final conclusion, in accordance with the laws of the State of New York.

(2) In the event of a discharge, the arbitration hearing shall take place within a reasonable time and continue expeditiously and a decision shall be rendered within a reasonable time after the conclusion of the hearing. Unlike a regular Employee, who may be discharged or disciplined immediately, a Shop Steward or On-Site Steward shall not be dismissed (although the Shop Steward or On-Site Steward need not be assigned to work) until a decision authorizing the same is rendered.

(3) The Employer shall have the right to discipline or discharge Employees for just cause. Failure to wear personal protective equipment such as hard hats and vests, as required by OSHA, NYSDOT or any governing authority is a subject of discipline. In assessing discipline, the Employer shall follow generally accepted principles of progressive discipline unless the severity of the offense warrants immediate discharge.

(G) Miscellaneous Provisions.

(1) The parties expressly agree that the oath of the Panel is waived.

(2) All notices required or permitted to be given by this Section, including the decision of the Panel, shall be given by registered or certified mail, return receipt requested, by telegram with proof of service, or by any other method or manner, provided receipt thereof is confirmed by the recipient. Notices shall be addressed to the Union at, 2500 Marcus Avenue, Lake Success, NY 11042, and to the Employer at its last known address. Notices to the Panel shall be to the Co-Chairs at the addresses set forth on Appendix "A" hereto, or as the same maybe changed in writing, served on the Union from time to time.

(3) All determinations, decisions and awards shall be final, conclusive and binding upon the parties hereto and may be enforced as any other arbitration award in accordance with the laws of the State of New York.

(4) The service of any notice required by the CPLR but not expressly provided herein, is hereby waived.

(5) In the event that an Employer fails to abide by an award of the Panel or impartial Arbitrator, the Union may take such action as it deems appropriate against the defaulting Employer including a strike; and in the event the Union fails to abide by such an award, the Employer affected may take such action as it deems appropriate, including a lockout.

(6) It is specifically understood and agreed that all the remedies and procedures established herein are exclusive.

(7) Whenever possible, the Panel will announce its decision on the same day a matter is heard.

(8) Any Employee, whether on the seniority list or not, who wishes to make a claim due to an alleged infraction of rules in reference to the Union Agreement, must first be obligated to show either the home barn of the Employer or the job site by 8:00 A.M.

(9) The parties agree that they will not go to Court to prevent any arbitration or panel hearing.

(10) The parties agree that they will not go to Court to vacate or appeal any arbitration or panel award involving an individual member (e.g., discharge, suspension, wage claim). A repeated offender may be required by the Panel to pay an additional full day's claim for each violation to the Local 282 Pension Fund, in addition to all other penalties.

(11) The parties shall develop procedures for expedited arbitration which shall include: (i) regular monthly arbitration dates to be scheduled in advance with the arbitrators, (ii) expedited arbitration of all discharges, and (iii) the automatic submission of deadlocked claims to the next available date. Arbitrators who serve on the panel will be asked to hear several cases in a single day.

(H) This Section Nine (9) shall not apply to Tier "B" Employees, except as provided in Section 11.

SECTION 10. SHOP STEWARDS AND ON-SITE STEWARDS

There shall be a Shop Steward appointed by the Local Union to see that the conditions of this Agreement are not violated by either the Employer or Employees. In case of slack season, the Shop Steward shall be the first Employee to go to work and the last Employee laid off. Under no circumstance shall the Shop Steward be discriminated against.

The Shop Steward and On-Site Steward shall receive One Dollar (\$1.00) an hour, in addition to the wage provided in Section 2 hereof, for automobile chauffeurs.

The Shop Steward shall be afforded the opportunity of visiting each of the Employer's job sites within the Union's jurisdiction once a week except where On-Site Steward is employed. The Shop Steward shall be provided with a pickup truck or station wagon for the purpose of these visits.

The Employer will furnish to its Shop Steward a list of all its subcontractors two (2) weeks before the subcontractors arrive on the job.

Upon determination by the Union that an Employer has substantially undermined the payment of wages, Welfare, Pension, Annuity, Job Training or Vacation and Sick Leave Fund Contributions, Dues or Building Fund checkoff, and that it would be in the interests of the bargaining unit to appoint a Shop Steward from outside the bargaining unit, the Union may appoint such an individual as Shop Steward until it determines that substantial compliance with the conditions in the Agreement has been restored.

Assuming that the Shop Steward's type of equipment is used at the Shop Steward's barn on any day, the Shop Steward shall leave at the last shape of the day. Thus, if there is only one

shape, the Shop Steward will leave at that shape; if there are two shapes, the Shop Steward leaves at the second shape; if there are three shapes, the Shop Steward leaves at the third shape, but the Shop Steward may be the last person to leave at the last shape of the day. While the Shop Steward is at the barn, the Shop Steward shall be available for work. In the event of an early start (shape before 6:30 A.M.) the foregoing shall also apply.

(A) On-Site Steward.

(1) An On-Site Steward ("OSS") shall be employed where an Employer is contracted to be responsible for, manage or perform (as owner, general contractor, prime contractor, sub-contractor or construction manager – however described) work on a construction site, and the total gross cost (excluding land cost and architect fees) of all construction on the site (by whomever performed, and whether or not covered by the Employer's contract) is Forty Million Dollars (\$40,000,000.00), effective July 1, 2008.

On large public projects, where bids are let in separate "segments" or bids, the standard of \$40,000,000.00 shall apply to single bid jobs, effective July 1, 2008.

If the job is a multi-shift job, there shall be an OSS for each shift.

(2) On all jobs whose total gross cost of construction, as defined above, is One Hundred and Twenty Five Million Dollars (\$125,000,000.00) or more, a second OSS shall be employed on the first shift only.

(3) The OSS shall be employed from the start of construction [after preliminary job set up (no line item work involved) has been performed] until the job is completed, however the OSS shall not be employed while the job is completely shut down for at least one (1) week due to government requirements or weather related conditions. The OSS shall not be employed during the performance of punch list inspection and punch list work on the job.

(4) The OSS and any replacement OSS shall be appointed by the Union from the seniority list of the Employer. If the Union replaces the OSS, the Union agrees to hold harmless and indemnify the Employer for any arbitration awards or Court judgments for wages lost by a replaced OSS resulting from the Union's actions in replacing said OSS. The OSS shall function as the ON-Site Steward. The OSS shall handle all grievances involving the application of this Agreement on the job site. The OSS shall be allowed a reasonable amount of time to conduct Union business consistent with the concept that the OSS is a working Teamster.

(5) The OSS shall work a regular shift. For the purposes of overtime assignments, the OSS's work day shall begin when the first truck starts unloading in the morning and shall end work when the last truck completes loading at the end of the day on the job-site.

(6) The OSS shall not be paid for company equipment moves to or from the site or refueling during off-hours, or any work performed by other persons during the lunch period.

(7) The OSS shall be subject to the direction and control of the Employer at all times, consistent with Paragraph five (5) herein. The OSS's duties shall include, but are not

limited to, the normal duties of a Teamster, the hauling of materials for any Employer or Employers in a vehicle provided by his Employer, the coordination of safety efforts relating to Teamsters on the site. It is understood that the performance by the OSS of his function under this Agreement, including the driving of a vehicle consistent herewith, shall not subject the Employer to claims by other Employees on the seniority list or lists if they are unemployed.

The OSS shall not deprive Employees on the seniority list of the Employer, or any other Employer, of their normal work opportunities. As a standard practice, the OSS shall not be used for the transportation of materials between job sites of the Employer. This does not preclude the movement of critical supplies.

Persons, including Shop Stewards and On-Site Stewards, are absolutely forbidden and are without any actual or apparent authority to, in any manner, interfere or threaten to interfere with the operations of any person, including Employer signatories – or Employers that are non-signatories – to any collective bargaining agreement with this Local, without, prior thereto, receiving express approval for such conduct from the Chief Operating Officer of this Local.

An Employee who has been appointed as an OSS shall maintain his/her position on the seniority list of the Employer that the OSS was employed by at the time of his/her appointment, for the duration of that appointment, provided the OSS returns to his/her Employer within fifteen (15) working days of the termination of his/her employment.

SECTION 11. SENIORITY

(A) Seniority shall prevail. When the Company is a “buy out” the Employees go to the bottom of the seniority list. In a “merger,” the Employees are to be slotted.

(B) Employees who are hired on or after July 1, 2008 shall be placed on the seniority list of the Employer on the basis of hire date. Any such new Employee shall not be protected by the “just cause” provisions of the Agreement (including Section nine (9) of this Agreement), except that the Union shall have the right to grieve and arbitrate the discharge or discipline of any such new Employee if the Union believes that the discharge violates any local, state or federal law, including but not limited to federal labor and/or anti-discrimination laws.

SECTION 12. FEDERAL AND STATE LAW

Employers shall protect Employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and New York State Law. Employees called for military service in any branch of the U.S. Government shall resume seniority with their former Employer when discharged from such service.

SECTION 13. WELFARE, PENSION, ANNUITY, JOB TRAINING AND VACATION AND SICK LEAVE TRUST FUNDS

(A) Welfare.

(1) Full Rate Work. Effective July 1, 2008, the Employer shall contribute Nine Dollars and Ninety-Five Cents (\$9.95) to the Local 282 Welfare Trust Fund ("Welfare Fund") for each hour worked under this Agreement during the regular workweek (Monday-Friday) for Full Rate Work, up to a maximum of forty (40) hours. Effective July 1, 2009, the aforesaid contribution rate of \$9.95 per hour shall be increased to Ten Dollars and Eighty-Five Cents (\$10.85) per hour for Full Rate Work. Effective July 1, 2010, the aforesaid contribution rate of \$10.85 shall be increased to Eleven Dollars and Ninety-Five Cents (\$11.95) per hour for Full Rate Work.

(2) The welfare contribution rates for construction work other than Full Rate Work for each of the three years of the Agreement are set forth in Section 3(B) of this Agreement. Such contributions shall be made for hours worked in the same manner as contributions are made for hours worked for Full Rate Work.

(B) Pension. Effective July 1, 2008, the Employer shall contribute Seven Dollars (\$7.00) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours. Effective July 1, 2009, the aforesaid contribution rate of \$7.00 shall remain (\$7.00) per hour for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours. Effective July 1, 2010, the aforesaid contribution rate of \$7.00 shall remain (\$7.00) per hour for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours.

(C) Contributions to the Welfare and/or Pension Fund for work performed on Saturday or Sunday will be a maximum of eight (8) hours for each day. Hours worked shall include paid holiday hours and paid vacation hours, up to a maximum of eight (8) hours per day.

(D) Annuity. Annuity contributions as set forth herein shall be made for hours paid based on Full Rate Work Only. Effective July 1, 2008, the Employer shall contribute Nine Dollars and One Quarter of a Cent (\$9.0025) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2009, the contribution rate of \$9.0025 shall be increased to Nine Dollars, Fifty and One Quarter of a Cent (\$9.5025) for each hour paid at the straight time rate. Effective July 1, 2010, the contribution rate of \$9.5025 shall be increased to Ten Dollars, Seven and One Quarter of a Cent (\$10.0725) for each hour paid at the straight time rate.

For each hour paid at a premium rate, the Employer will make the contribution to the Annuity Fund at the applicable premium rate.

SECTION 14. JOB TRAINING TRUST FUND

Contributions to the Job Training Trust Fund shall be for hours paid applicable to Full Rate Work Only. The Employer shall contribute fifteen cents (\$.15) per hour to the Local 282 Job Training Trust Fund for every hour paid for, up to a maximum of forty (40) hour per Employee per week.

SECTION 15. VACATION AND SICK LEAVE FUND

Contributions to the Vacation and Sick Leave Fund shall be for hours paid applicable to Full Rate Work only. The Employer shall contribute Three Dollars and Thirty-Seven Cents (\$3.37) to the Vacation and Sick Leave Fund for every hour paid except for holiday pay to each Employee for the duration of this Agreement. The Employer shall contribute Three Dollars and Thirty-Seven Cents (\$3.37) to the Vacation and Sick Leave Fund for every hour paid except for holiday pay to each Employee for the duration of this Agreement.

(A) Payments to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds shall be made for all pay periods ending within a calendar month forty-five (45) days after the close of that calendar month. Payment forms shall be furnished by the Funds prior to the fifth (5th) day of each month.

An Employer who fails to make payment to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds, Dues or Building Fund Check-Off when due, shall be subject to all the remedies set forth in Section 502(g)(2) of ERISA.

(B) The Trust Agreements governing the Local 282 Welfare Pension, Annuity, Job Training and Vacation and Sick Leave Trust Funds, as they shall be amended from time to time, are hereby made a part of this Agreement with the same force and effect as if fully incorporated herein, and the Employer and the Union hereby agree that upon the execution of this Agreement they shall be deemed parties to said Trust Agreements. Failure of the Employer to make payments of said contributions promptly when due shall authorize the Union to take immediate economic action against the Employer, without waiting for arbitration, notwithstanding any other provisions in this Agreement. Before any action is taken by the Union or its members, the Employer shall be entitled to notice in writing by certified or registered mail, giving the Employee an opportunity to make his/her payments within five (5) days and, if the Employee fails to make the payments, then the foregoing procedure may be followed by the Union or the Employees. Those Employees who would have worked but for the economic action shall be paid their wages and fringes by the Employer.

(C) Any Employer, including Joint Ventures, which became, or becomes, a contributor to the Local 282 Pension Fund on or after June 30, 1982, will have no withdrawal liability except that computed solely with reference to any changes in the unfunded vested benefits under this Plan for Plan Years, ending on or after June 30, 1982, in which said Employer was required to contribute to the Local 282 Pension Fund.

SECTION 16. SURETY BOND

(A) The Employer shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds and Dues to the Union, as provided for in this Agreement. Said Surety Bond shall be in the amount of \$5,000 per Employee with a minimum obligation of \$10,000.00.

The number of Employees to be used in calculating the surety bond obligation is the greater of the number of Employees on the Employer's seniority list, or the average number of Employees for whom the Employer was obligated to make contributions as stated on the last

twelve (12) remittance reports submitted by the Employer, or, if greater, the number of Employees identified by the most recent audit, at the time the contract is first signed or the date an existing bond expires. In lieu of a bond to secure payment of contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds, and Dues to the Union, the Employer may, if and to the extent that the Trustees of the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds so authorize in writing:

(1) deposit cash, in an amount determined pursuant to paragraph (a) of this Section, in escrow with a financial institution approved by the Trustees, to be held pursuant to the terms of an escrow agreement authorized, by the Trustees, or

(2) deliver to the Trustees the personal guarantee, with such terms and conditions as may be required by the Trustees in their sole discretion, of one or more of the duly appointed officers of the Employer pursuant to which each such officer will promise to pay and to hold himself/herself personally liable to pay to the Trustees upon demand any contributions which the Employer does not timely pay to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds.

(B) In the event that an Employer fails to make contribution payments for four (4) consecutive months, or in the event that an audit discloses that the payments made by an Employer are less than sixty percent (60%) of the amount of contributions that the auditor has determined the Employer was obligated to pay, the amount of the surety bond immediately doubles and remains at the higher amount for the duration of this Agreement.

(C) A member of the Long Island Contractors' Association, Inc. whose records have been audited by the Funds' Auditors and the most recent audit does not show a material discrepancy shall not be required to post a bond. Thereafter, if said Employer's records are audited by the Funds' auditors and the audit shows a material discrepancy, the Employer shall be required to post a bond as set forth in subsection (a).

Any member of the Long Island Contractors' Association, Inc. whose records have never been audited by the Funds shall be required to post a bond as set forth in subsection (a).

An Employer affiliated by common ownership or through a joint venture with a member of the Long Island Contractors' Association, Inc. shall not be required to post a bond under this section unless the affiliated Employer is required to post a bond under this Section.

(D) Any contractor who has not posted a surety bond, and is not in compliance with this section, shall pay all benefits (Pension, Welfare, Annuity, Building Fund, Vacations and Sick Leave Fund, Dues Checkoff and Heavy Construction Industry Fund) on a weekly basis.

Before any economic action is taken by the Union or its members pursuant to Section 12(h) of the Agreement against an Employer that has not posted a bond and that has failed to make contributions on a weekly basis, the Union shall provide a signatory General Contractor with two (2) working days notice of a pending economic action against such Employer prior to sending the Employer the five (5) day notice set forth in Section 12(h) of this agreement.

SECTION 17. EXAMINATION OF PAYROLL RECORDS AND TRUCK RENTAL RECORDS

The Union shall have the right to have a certified public accountant examine the driver's payroll records (including those of owner-drivers) and truck rental agreements and records.

SECTION 18. LAYOFF AND LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

(A) Leaves of absence without pay may be granted by the Employer during the period from December 15th to March 15th.

(B) Leaves of absence or layoffs during periods of extended lack of work may be granted by agreement of the Employer and Union.

(C) Employees who seek a leave of absence or layoff for extended lack of work shall do so by obtaining a layoff form from Local 282, which shall be signed by both the Employer and Local 282. A copy of said layoff or leave of absence notice shall be maintained by Local 282 and the Employer.

(D) When regular employment is not available for an Employee, he shall be laid off for lack of work. During such layoff, the Employee shall retain seniority without the need to shape regularly. When regular employment becomes available, the Employee on layoff shall be notified by the Employer, by certified mail to his last known address, to return to work. To preserve his seniority, an Employee must report to work within three (3) working days after receipt of such letter. An Employee who accepts a layoff for lack of work shall not have any claim for work performed sporadically by any other Employee during the period of layoff.

(E) In case of death in an Employee's immediate family (*i.e.*, spouse, mother, father, sister, brother, child, mother-in-law, father-in-law), the Employer shall grant each Employee who has worked for the Employer at least thirty (30) days in the previous twelve (12) months a maximum of two (2) days off with pay, for the express purpose of attending funeral services for the deceased. The days shall be guaranteed regardless of day of death or day of funeral, provided the Employee loses two (2) days of work.

SECTION 19. TIME IN COURT

An Employee called as a witness for the Employer shall be paid for time spent in court.

SECTION 20. FINES AND VIOLATIONS

Employer shall pay or reimburse the Employee in full for all fines which result from overloading, spilling of material and any condition of the vehicle, its accessories, equipment or the maintenance of the same, the primary responsibility for such matters being assumed by the Employer. Should an Employee receive a summons as a result of any of the aforementioned circumstances, such Employee shall, immediately upon return to the Employee's place of employment, submit the summons to the Employee's supervisor or designated Agent of such Employer.

Whenever a Driver is fined or penalized because of spills, overload (including maximum weight or load distribution) or faulty equipment, the Employer shall pay all costs and damages assessed against the Employee, including bail bonds, legal fees, fines, accrued overtime for delay and for any lost earning opportunity that the Employee might suffer. All fines must be paid by the Employer on or before the date set by the Court, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer.

If the Employee is required to appear in court, outside of normal working hours, for the above referenced causes the Employee shall be paid eight (8) hours pay at the straight time rate, without fringes. It is the responsibility of the Employee to turn over to the job supervisor any citation within twenty-four (24) hours of receipt. Failure to turn in the citation will relieve the Employer of any responsibility to pay for court appearance, or any other costs. The job supervisor shall provide an appropriate written receipt to the Employee.

The Employer shall not discriminate against, discharge or discipline or refuse to hire an Employee on the basis of violations or tickets received by the Employee due to Employer acts. The Employer shall furnish a satisfactory bond for the purpose of guaranteeing this obligation.

Employees shall not be held responsible for overloaded vehicles, except if the driver has failed to follow the routing instructions. Whenever a driver is penalized because of such overload, the Employer shall bear all cost in connection with such overload penalty and shall pay damages assessed against the Employee, including accrued overtime for delay and/or lost earning opportunity that the Employee may suffer.

In the event the Employee shall suffer a revocation of his/her Chauffeur's license solely because of the violation of any laws by his Employer (and not as a result of the Employee's previous violations), the Employer shall provide suitable and continued employment for such Employee, at not less than his/her regular earnings, for the entire period of revocation of license, and the Employee shall be reinstated in the seniority he/she held prior to revocation of the driver's license, after the driver's license is restored.

SECTION 21. SUCCESSORS

If the Employer acquires the business or assets of another Employer who had entered into a collective bargaining agreement with the Union, then this Employer hereby assumes all of the obligations of said prior Employer to the Union and its members. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as "successor"), the Employees of the Employer affected shall be employed by the successor and such operation or part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. If the successor does not have a collective bargaining agreement with Local 282 at the time of the transaction, the Employees employed by the successor pursuant to the terms of this section shall be maintained by the successor as a separate collective bargaining unit, and shall not be integrated with any other Employees, whether or not the successor's Employees are represented by any other labor organization. The Employer shall give notice of the existence of

this Agreement to any potential successor. Such notice shall be in writing, with a copy to the Union, prior to the time the Employer, executes a contract or transaction as herein described with any successor. The Union shall also be advised of the exact nature of the transaction, not including financial details. No transaction described herein shall become effective unless and until the Union has been notified in writing by the Employer and the successor has agreed to assume the obligations of this Agreement.

SECTION 22. EQUIPMENT COVERED

Equipment requiring the operator to possess a valid commercial driver's license (CDL) shall be manned and performed by Employees covered by this Agreement. In addition, water trucks and euclids that are operated on-site shall be manned and performed by Employees covered by this Agreement.

SECTION 23. JOB CONFERENCE

Every Employer who is awarded a Four Million Dollar (\$4,000,000) job, whether as General Contractor, Construction Manager (however described), Prime Contractor, or Sub-Contractor, shall immediately notify the Union of the job. At the Union's option, prior to the commencement of any work at the job site, the Employer shall meet with Local 282 to discuss conditions on the job and application of this Agreement to those conditions. If agreement cannot be reached, the matter shall be submitted to arbitration under this Agreement.

SECTION 24. TRUCK COVERS

Where a truck cover is necessary to effect safe conditions, adequate help will be given.

SECTION 25. PAY DAY AND METHOD OF PAYMENT

The Employer shall have the option to pay on Thursday or Friday, either by check or cash, for work performed during the previous payroll week. If a holiday falls on Friday, pay day shall be on Thursday; if a holiday falls on Thursday, pay day shall be on Friday.

A man who shapes on Friday and does not go to work shall receive his pay check not later than 8:00 A.M. If he has to wait for his pay he shall be paid in cash and he shall be paid one (1) hour at hourly standard wages if paid after 8:00 A.M. and before 9:00 A.M.; two (2) hours if paid after 9:00 A.M. and before 10:00 A.M.; and a full day's (8 hours) pay if paid after 8:00 A.M. and before 10:00 A.M. However, he is not to receive such payment unless he stays at the barn. Employers will work out methods to assure the Employees of a reasonable opportunity to cash checks. All Employees shall be paid when checks are due -- no exceptions. Each Employee shall receive a detailed pay slip indicating hours worked, overtime and identifying all deductions and their basis.

SECTION 26. EMPLOYEES' EXPENSES

The Employer shall pay the actual and necessary expenses incurred by Employees who, in the course of the Employer's business, are required to take trips of such duration as to necessitate sleeping away from home.

SECTION 27. LICENSES

If an Employer directs that a Teamster obtain a special license (other than a Commercial Driver's License) the Employer shall reimburse the Teamster for the cost of said license. The test shall be performed during normal working hours.

SECTION 28. SEPARABILITY AND SAVINGS CLAUSE

If any Section of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, or if compliance or enforcement of any Section should be restrained by such court or other tribunal pending a final determination as to its validity, the remainder of this Agreement shall continue in full force and effect and the Joint Labor-Management Disputes Panel shall convene for the purpose of agreeing upon a substitute or a replacement for such Section during the period of invalidity or restraint. If the Panel is unable to agree upon a satisfactory replacement or substitute within ten (10) days after the Section has been determined invalid or restrained, the issue shall be submitted to one of the impartial Arbitrators designated in Appendix "B", in accordance with the procedure established under Section 8, who shall have the authority to determine the appropriate substitute or replacement.

SECTION 29. STRIKE, LOCKOUT, ETC.

During the term of this Agreement, the Employer shall not engage in any lockout, nor shall the Union nor any of its members engage in, and the Union shall not sanction, encourage or permit any strike, sympathy strike, secondary boycott, work stoppage, slow down, sit down, cessation of work or interference therewith, except in the event of the violation by the other party of, or its failure or refusal to comply with, an arbitration award.

The Union shall not be responsible in the event of refusal on the part of any Employees to cross a legitimate picket line at a place of delivery, provided the Union has cooperated in inducing the Employees to work and had made every effort to have them proceed with their work.

SECTION 30. MOST FAVORED NATIONS

If during the life of this Agreement, the Union grants to any Heavy Construction or Excavating Employer for its operations in Nassau and Suffolk Counties more favorable terms or conditions of employment than those contained in this Agreement, and this is found to be the case by an Arbitrator per expedited arbitration, the Employer shall have the right to have such favorable terms and conditions incorporated herein. If the Employer engages in any work covered by the Union's New York City Heavy Construction & Excavating Agreement and/or the Union's New York City Asphalt Agreement, where such work is to be performed within the five (5) boroughs of New York City, then the Employer shall comply with all terms and conditions of the New York City Heavy Construction & Excavating Agreement and/or the New York City Asphalt Agreement.

SECTION 31. SUBCONTRACTING

For any subcontracted work on the site, or work subcontracted by or through a subcontractor on the site, the Employer will also:

(A) Submit monthly reports of all hours worked for each Employee, in all classifications covered by this Agreement, whether that work is performed by an Employee of the Employer or an Employee of a subcontractor, or any subcontractor of a subcontractor;

(B) In the event that any subcontractor, or subcontractor of a subcontractor, fails to make contributions to the Local 282 Welfare, Pension, Annuity and Job Training Funds, Building Fund or Dues Checkoff as required by this Agreement, if the Union, by an officer, by written notice with report of delivery, notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such noncompliance for the period only beginning two (2) working days after the day of receipt of such notice. The Employer may submit the question of noncompliance to the Joint Labor-Management Disputes Panel.

(C) To be better able to comply with Sections (a) & (b), the Union agrees to supply to the Long Island Contractors Association a quarterly list of those Employers who have a signed Agreement with the Union and whose contributions to the Funds are current.

SECTION 32. SCOPE OF AGREEMENT

No provision of this Agreement is intended to create any obligation on the part of the Union which is enforceable against the Union by individual Employees.

SECTION 33. UNION-MANAGEMENT PREROGATIVES

There shall be mutual respect for interests and prerogatives of each other, consistent with the terms of the Agreement.

SECTION 34. LONG ISLAND HEAVY CONSTRUCTION INDUSTRY PROMOTIONAL FUND

The Long Island Contractors Association (previously known as the Nassau-Suffolk Contractors Association), herein the "Association", has established an industry promotional fund known as the Long Island Heavy Construction Industry Promotional Fund ("HCIPF"). The purpose of HCIPF shall be to meet all of the costs incurred in carrying on the normal business of the Association and promoting the general welfare of the Heavy Construction industry and the conducting of labor relations in all matters and problems incidental thereto.

The Fund shall be financed solely by Employer contributions of Forty-five Cents (\$.45) per hour, for Full Rate Work and twenty-five cents (\$.25) for other construction projects.

Employer contributions to the HCIPF shall be sent to the Local 282 Funds, by separate check payable to the "Long Island HCIPF", which monies shall be treated as Trust Funds by the Local 282 Funds and be immediately remitted to the HCIPF upon receipt thereof.

All Employer contributions to the Heavy Construction Promotional Industry Fund shall be paid on or before the forty-fifth (45th) day of each month covering all payroll periods ending during the preceding calendar month. Said contributions shall be remitted to the Local 282 Fund office, which shall act as a conduit only for these contributions. The Local 282 Fund office shall remit all such contributions received to the Heavy Construction Industry Promotional Fund.

All activities related or incidental to the above matter are to be financed by funds of the HCIPF and may include but shall not be limited to the following: The normal activities of the Association; safety and accident prevention; training and other education programs and seminars; public relations; industry relations; management expenses; maintenance of grievances and arbitration proceedings; research and systems methods and materials; disaster relief and civilian defense; market development; legislation; legal and court expenses; standardization of contracts and specifications; support of financial activities of general interest undertaken by other associations.

SECTION 35. DOUBLE BREASTED OPERATION

The Employer hereby agrees that in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or participate in a DOUBLE BREASTED operation within the geographical jurisdiction of Local 282, namely the City of New York, Nassau and Suffolk Counties, or outside said area if the work is to be performed within said area.

SECTION 36. NON-DISCRIMINATION

The Employer and the Union agree there will be no discrimination against any Employee, or applicant for employment, with respect to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment, except as provided by law.

SECTION 37. POLYGRAPH

No Employee shall be required to take any form of lie detector test as a condition of employment.

SECTION 38. HAZARDOUS MATERIALS

(A) Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies.

(B) Teamsters engaged in hazardous/toxic waste removal, on a state or Federally designated hazardous/toxic waste site, where the Teamster is in at hazardous/toxic waste material area and is required to wear personal protective equipment for respiratory, skin or eye protection, the Teamster shall receive an additional premium of ten percent (10%) above the hourly wage set forth in this Agreement for that day.

SECTION 39. DRUG TESTING

(A) All Employers covered by this collective bargaining agreement shall comply with the U.S. Department of Transportation Drug and Alcohol Testing Policies.

(B) Where an Employer has reasonable cause to believe that an Employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser and require the Employee to undergo appropriate testing.

(C) If a drug test reveals that the Employee is not a drug, substance or alcohol abuser, the Employee shall be immediately returned to work and the Employer shall pay the Employee for the days the Employee would have worked during the suspension, up to a maximum of three (3) days.

(D) If a drug test reveals that an Employee is a drug, substance or alcohol abuser, the Employee will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program, including the Employee assistance program sponsored by the Local 282 Welfare Fund, to suit the Employee's individual need under the guidance of an Employee Assistance Program Director. If the Employee tests positive after successful completion of two rehabilitation programs, the Employee shall be subject to discharge without recourse to the grievance procedure.

(E) If the Employee completes the rehabilitation program and subsequently tests clean of drug, substance, or alcohol abuse, the Employee shall be returned to his previous position with no loss of seniority.

(F) Should the Employee fail to participate in required rehabilitation or refuses to submit to appropriate testing for drug, substance or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the collective bargaining agreement between the parties.

SECTION 40. D.R.I.V.E.

The Employer will recognize a lawful, voluntary authorization for the D.R.I.V.E. deduction from wages to be transmitted by the Local Union to such organization as the Local Union may lawfully designate. The D.R.I.V.E. deduction shall be made from the Employees' wages only after a duly signed authorization card has been completed. The Employer further agrees to forward said contributions to D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Avenue, Washington, D.C. 20001.

SECTION 41. MATERNITY LEAVE

A pregnant Employee shall be permitted to continue working so long as she is capable of performing satisfactorily and medically permitted to do so. The Employer reserves the right to request the Employee provide written statements from her doctor as to her continued employability during the last trimester of her pregnancy. An Employee may elect to begin maternity leave when medically required to do so or at the end of the seventh (7th) month of pregnancy, whichever is earlier, and shall return from such leave as soon as her physical

condition permits, but no later than sixty (60) days after the date of delivery. If the Employee's medical condition prohibits a return to employment by such sixtieth day, and satisfactory proof of such fact has been provided to the Employer, the continued absence of the Employee will be treated as any other type of extended illness would be treated, for leave purpose, by the Employer.

SECTION 42. TERM

This Agreement, when signed, becomes effective on the 1st day of July, 2008 and shall remain in full force and effect through 30th day of June, 2011.

SECTION 43. SIGNATURES

This Agreement must be countersigned by either the President or the Secretary-Treasurer of the Union and is not valid unless so countersigned.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals
this _____ day of _____, 200__.

BUILDING MATERIAL TEAMSTERS
LOCAL UNION NO. 282

Affiliated with the International Brotherhood
of Teamsters

By: Thomas Desautels
Signature

SEC TREAS
Title

EMPLOYER

Long Island Contractors' Assn
Company Name

150 Motor Parkway, Suite 301
Street Address

Hempstead NY 11788
City State Zip

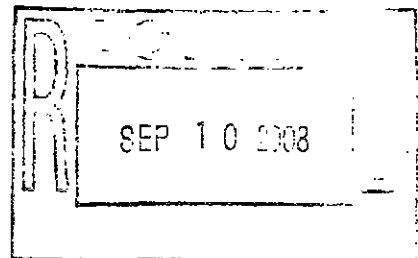
By: [Signature]
Signature

MARC HERBST
Print Name

Executive Director
Title

Effective Date

631-231-5422
Phone Number



**APPENDIX A
JOINT LABOR-MANAGEMENT DISPUTES PANEL**

UNION MEMBERS

**Thomas Gesualdi
Dominick Marocco
Paul Luddine
Anthony Pirozzi**

**c/o Local 282
2500 Marcus Avenue
Lake Success, NY 11042**

The Union members of a Panel shall consist of the Chair and any other two of the above individuals (other than a business agent directly involved in the dispute) designated by the Union to serve on the Panel for any particular case.

MANAGEMENT MEMBERS

**Marc Herbst
To Be Determined
James Pratt**

Notices to the Management members shall be sent

**c/o Long Island Contractors Association
150 Motor Parkway, Suite 307
Hauppauge, NY 11788**

In the event a management panel member is indisposed or ineligible to act, a replacement shall be designated by the Long Island Contractors' Association.

APPENDIX B
List of impartial arbitrators pursuant to Section 8:

RICHARD ADELMAN
SID BRAUFMAN
HOWARD EDELMAN
JOHN SANDS
GENE COUGHLIN
ROGER MAHER

In each matter submitted to arbitration pursuant to Section 9(e), the Co-Chairs of the Panel shall select a principal and an alternate Arbitrator by lot. For each such selection, the last Arbitrator so selected shall not be included in the lot.

In each matter submitted to arbitration pursuant to Section 9(f) the Employer and the Union shall select a principal and an alternate Arbitrator by lot. For each such selection, the last Arbitrator so selected shall not be included in the lot.

The alternate Arbitrator shall not be designated without the consent of both parties, and such consent shall not be unreasonably denied.

In any particular situation where an Arbitrator is to be selected, the parties involved in the selection process may agree upon any alternate procedure for such selection.

The list of impartial Arbitrators may be expanded or contracted and substitutions therein may be made upon agreement of the Union and the Industry panel chairs.

It is understood that the costs for any arbitration proceeding instituted pursuant to the terms of this Agreement shall be shared equally by the parties thereto. Should either party to said arbitration refuse to participate in the selection procedure set forth in Appendix B of the Agreement, within ten (10) working days after notice thereof by the other party, then the non-participating party shall accept the designation of the Arbitrator selected by the participating party and agrees to take part in the arbitration and agrees to be bound by the decisions of the selected Arbitrator.

APPENDIX C
Vacation and Sick Leave Provision

No Employee shall take more than 3 weeks vacation in any one contract year.

Vacation times shall be assigned at the discretion of the Employer, in conjunction with the Shop Steward.

All vacation requests must be submitted by April 1 when the Employer posts his final schedule and no changes are to be made

The Employer has the managerial right to deny an Employee a vacation during a holiday week. If the Employer grants the Employee's request to take a vacation during a holiday week, such Employee shall thereby waive any right to an extra day's pay or additional vacation day. If the Employee is directed to take a vacation during a holiday week, he shall be entitled to an additional vacation day with pay.

APPENDIX D
Teamsters Local 282 Utility Section:

The Utility Agreement is solely an amendment to the Nassau/Suffolk Heavy Construction & Excavating and Asphalt Industry Contract ("Agreement"). All terms and conditions of said Agreement are applicable hereto and in full force and effect therein, except as expressly modified by the terms of this Utility Agreement.

WORK COVERED

(A) This Agreement shall apply to and include all construction maintenance work of distribution, pipeline, and cable and communication lines, under the jurisdiction of the Union, contracted for or performed by a Utility Contractor, as distinguished from a General Contractor.

(B) Distribution work under this Utility Agreement is defined as follows: The repair maintenance, construction, installation, treating and reconditioning of pipelines, transporting of coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines), as well as cable, conduit, fiber optic cables and telephone conduit within Nassau or Suffolk Counties, or within private boundaries exclusive of pipeline laying and welding of said pipelines in utility plants, airports and water crossings for Nassau and Suffolk utility companies, including but not limited to telephone, electrical and cable companies.

(C) Except as provided for in paragraph D below, in no event shall the Employer be required to pay higher wages or be subject to more unfavorable working rules than those established by the Union for any other Employer not signatory to this Utility Agreement who has negotiated a more favorable separate agreement with the Union, or is working within the Union's jurisdiction with the knowledge or tacit approval of the Union on the work provided for herein.

(D) On-Site Steward — The conditions requiring an on-site steward contained in the Agreement shall apply, except that an on-site steward shall be required to be employed when the contract of the Utility Contractor is three million dollars or more.

(E) Tools and Materials — Maintenance and/or compressor trucks may carry all necessary tools, equipment and materials (including barriers and macadam in a reasonable quantity) required to open a job and perform an emergency response. The parties agree that all local, state and federal safety regulations and code requirements shall be considered in determining the amounts of materials, tools and supplies that a maintenance and/or compressor truck can carry to open the job.

LOCAL 282

International Brotherhood of Teamsters

THE NASSAU/SUFFOLK HEAVY CONSTRUCTION & EXCAVATING AND ASPHALT INDUSTRY CONTRACT

2008 - 2011

NASS-SUFF EXC. &
Asphalt

BLANK
COPY



Local 282, I.B.T.
2500 Marcus Avenue
Lake Success, New York 11042

(718) 343-3322

(516) 488-2822

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**THE NASSAU/SUFFOLK
HEAVY CONSTRUCTION & EXCAVATING
AND ASPHALT INDUSTRY CONTRACT
2008-2011**

AGREEMENT entered into between the undersigned EMPLOYER and BUILDING MATERIAL LOCAL UNION 282, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called the Union, to govern all hours, wages and conditions of employment herein set forth from the 1st day of July 2008, through the 30th day of June 2011.

SECTION 1. RECOGNITION, UNION SECURITY AND JURISDICTION

(A) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Employees classified as chauffeurs, on-site stewards and Euclid & Turnapull operators. It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union in good standing upon the execution of this Agreement shall remain members in good standing and those who are not then members shall, on the thirtieth (30th) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its execution, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

(B) Heavy Construction and Excavating Work is hereby defined as the Construction of Engineering Structures and Building Foundations, exclusive of the Erection of Building Superstructures, since this latter work is agreed to be a separate and distinct branch of the Construction Industry. If the Employer engages in any work covered by the Union's High-Rise Contract, both parties shall comply with all other conditions then existing in that Agreement.

(C) The territory covered by this agreement shall include Nassau and Suffolk Counties, New York.

SECTION 2. EMPLOYEE AND PROJECT CLASSIFICATIONS

(A) Tier "A" Employees are those Employees who have been hired and completed their probationary periods of employment prior to June 30, 2008. Tier "B" Employees are those Employees who have been hired after July 1, 2008, or who did not complete their probationary period before June 30, 2008.

(B) Tier "A" Employees will be given the first opportunity to perform Full Rate Work, which is defined as, and limited to, projects subject to prevailing wage laws or Project Labor Agreements (PLA) (public or private) to which the Union has agreed to be bound.

(C) If sufficient Full Rate Work is not available, the Employer shall offer to its Tier "A" Employees, according to seniority, the opportunity to perform other construction projects

not meeting the definition of Full Rate Work before the assignment of work to Tier "B" Employees. A Tier "A" Employee, whether qualified or not, has the right to refuse to work on other construction projects, provided the Employer has the required amount of Employees to fill that day's employment needs.

(D) Tier "B" Employees, according to established seniority lists, and following the assignment of all available Tier "A" Employees, may be offered the opportunity to perform Full Rate Work. Tier "B" Employees performing Full Rate Work, however, shall not be covered by any of the work rules or conditions contained in this Agreement, except that such Tier "B" Employees will be paid wages and benefits at the applicable rate for hours worked on Full Rate Work.

If Tier "A" Employees or Tier "B" Employees are assigned and perform work both on Full Rate Work and other construction projects during different times of the same work day, the Employee(s) will be paid wages and benefits at the rate established for Full Rate Work for all hours worked in that day.

SECTION 3. WAGES AND UNION DUES

(A) Wage rates for Full Rate Work shall be as follows:

<u>Effective</u>	<u>Per Hour</u>	<u>8 Hour Day</u>	<u>40 Hour Week</u>
July 1, 2008	\$32.885	\$ 263.08	\$1,315.40
July 1, 2009	\$33.905	\$ 271.24	\$1,356.20
July 1, 2010	\$34.655	\$ 277.24	\$1,386.20

(B) For the purpose of recovering market share in Nassau and Suffolk Counties, the parties agree that wage and benefit rates for construction work other than Full Rate Work shall be as set forth in this Section 3(B). For the first year of this Agreement, these rates will apply only to signatory Employers whose primary business operations, as defined by construction projects rather than company headquarters, have been in Nassau and Suffolk Counties for the past twelve (12) months.

	<u>Effective July 1, 2008</u>	<u>Effective July 1, 2009</u>	<u>Effective July 1, 2010</u>
Welfare "D" Rate	\$6.25	\$6.75	\$7.25
Pension	\$7.00	\$7.00	\$7.00
Wage	<u>\$19.25</u>	<u>\$20.00</u>	<u>\$20.75</u>
	\$32.50	\$33.75	\$35.00

(C) Upon receipt of a written authorization in accordance with law, the Employer shall checkoff Dues and initiation fees and forward same to the Union as required by the Union. Effective July 1, 2008, the Employer agrees to deduct from the wage rate of each Employee covered by this agreement and to pay to the Union, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Ninety Cents (\$.90) for each hour paid for Full Rate Work, and the sum of Twenty Cents (\$.20) for each hour paid for construction work other than Full Rate Work.. In addition, the Employer agrees to deduct from the wage of each Employee covered by this Agreement and to pay to the Local 282 Building Fund, after proper execution by each Employee of an authorization form, furnished by the Union to the Employer, the sum of Ten Cents (\$.10) for each hour paid, whether it is for Full Rate Work or for construction work other than Full Rate Work.. This shall be in addition to any regular monthly Union dues checked off pursuant to written authorization, pursuant to law.

Said sums shall constitute a part of said Employee's Local Union No. 282 Union dues.

(D) Payment of dues checked off shall be forwarded to the Union no later than the forty-fifth (45th) day after the close of the month in which the work was performed. The Union agrees to indemnify and to hold harmless the Employer from any and all claims, actions and/or proceedings arising out of said dues checked off except as expressly provided for in subsection (b) of the Section.

(E) Failure of the Employer to deduct and/or remit the Dues and Building Fund Monies described in this Section when due shall authorize the Union to immediately strike the Employer without filing a grievance or waiting for arbitration, notwithstanding any other provision in the Agreement. Before any action is taken by the Union, the Employer shall be entitled to notice in writing by certified or registered mail, return receipt requested, giving the Employer an opportunity to make the payments within five (5) days. Those Employees who would have worked but for the economic action shall be paid their wages by the Employer and have all fringe benefit contributions made by the Employer.

SECTION 4. HOURS OF WORK

(A) Hours of work for Employees performing Full Rate Work shall be as follows:

(1) The regular work week for Employees performing Full Rate Work shall be five (5) days, Monday to Friday inclusive, except as provided herein. Eight (8) hours shall constitute a day's work on a single shift. During the regular work week (Monday through Friday), all work in excess of eight (8) hours per shift or before the scheduled start time for that shift shall be paid at the rate of time and one-half (1½) times the applicable rate. In the event that a driver works more than five eight-hour shifts during the regular work week, all hours in excess of forty (40) shall be paid at the rate of time and one-half (1½) times the applicable rate. Where reasonably possible, the Employer will post, by the close of business, a list of job assignments for the following day.

(2) An Employee covered by this agreement shall be entitled to eight (8) hours pay once the Employee is put to work, unless the Employee leaves on his/her own volition.

Standby time will be paid at the applicable rate only, for time until release, if the Employee does not work that day.

(3) An Employee who finishes the day's work at a barn other than from where the Employee begins the day's work will be entitled to transportation and pay back to the starting barn.

(4) Work done on Saturday shall be compensated at the rate of time and one-half ($1\frac{1}{2}$) times the straight time hourly rate.

(5) Employees ordered to report to work on Sunday are to be paid eight (8) hours pay at two (2) times the straight time hourly rate. Hours in excess of eight (8) on Sundays shall be paid at two (2) times the straight time hourly rate.

(6) Start times:

Regular Single Shift — 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM

Regular Two Shifts — 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM
3:30 PM to 12 Midnight
4:00 PM to 12:30 AM or
4:30 PM to 1:00 AM

Regular Three Shifts —

(i) First Shift 6:00 AM to 2:30 PM
6:15 AM to 2:45 PM
6:30 AM to 3:00 PM
6:45 AM to 3:15 PM
7:00 AM to 3:30 PM
7:15 AM to 3:45 PM
7:30 AM to 4:00 PM
7:45 AM to 4:15 PM or
8:00 AM to 4:30 PM

(ii) Second Shift 3:30 PM to 11:30 PM or
4:00 PM to 12 Midnight or
4:30 PM to 12:30 AM

(iii) Third Shift 11:30 PM to 7:00 AM or
12 Midnight to 7:30 AM or
12:30 AM to 8:00 AM

(7) On a regular shift job or off-shift job where the work day ends on Saturday Sunday or Holiday, the Employer may, at its discretion, define Saturdays, Sundays and Holidays as beginning at the end of said shift of the Saturday, Sunday or Holiday continuing for twenty-four (24) hours into the following day, so that single time is paid for all hours worked into the Saturday, Sunday or Holiday to complete the shift.

(8) Off-Shift. Any single shift that commences at any hour between 6 PM and 4:30 AM will work eight and one-half (8½) continuous hours, allowing one half-hour for lunch.

Where the job specifications and/or Contract provide for night work outside the regular hours of work, the Employer may work five (5) consecutive eight (8) hour nights, Monday through Sunday. The Employee shall be paid at straight time plus twenty-five percent (25%) night work premium for the eight (8) hours worked during the night, and time and one-half times (1½) the hourly rate (including night differential) for hours worked in excess of eight (8).

The off-shift must be a requirement of the Contract for construction Owner, or a requirement of the City, State or Federal regulations, and proof of same must be filed with the Union prior to any work commencing.

All shifts must allow one-half (½) hour for lunch, starting from the third and one-half (3½) hour past the commencement of the shift and completed by the end of the fifth (5th) hour.

(9) Vehicle assignment for an Employee shall be once during the day from Vehicle A to Vehicle B and, if necessary, back to Vehicle A.

The Employer shall have the right to switch Employees once during a shift from a non-specialized truck (flat-bed, dump truck or any truck other than a specialized truck (heavy equipment trailer, tack coat fuel truck, or water truck)) to a specialized truck or from a specialized truck to a non-specialized truck. The Employer shall also have the right to shift Employees once during a shift from a Euclid & Turnapull to a fuel truck or from a fuel truck to a Euclid & Turnapull.

When an attenuator truck is parked by a Teamster, and while parked is not manned, the Teamster may perform other duties.

(B) The hours of work for Employees performing work other than Full Rate Work shall be as follows:

The regular work hours for Employees performing work other than Full Rate Work shall be forty (40) hours per week with any hours worked beyond to be considered overtime. Overtime shall be compensated at a wage rate of one and one-half (1½) times the straight time rate applicable to work other than Full Rate Work. Work done on Sunday shall be compensated at a wage rate of one and one-half (1½) times the straight time rate applicable to work other than Full Rate Work. Standby time will be paid at applicable rate only, for time until released, if Employee does not work that day. The rules set forth in Section 4(A) shall not apply to Tier "B" Employees.

SECTION 5. HOLIDAYS

The days which are to be observed as holidays shall be as follows:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

Employees who do not work a holiday shall be compensated two (2) hours extra pay in straight time wages at the applicable "A" or "B" rate for every day worked during the week of a recognized holiday. If two (2) holidays appear in the same week, Employees will be compensated five and one-third (5⅓) hours for every day worked that week.

Employees ordered to work on President's Day or the day after Thanksgiving Day shall be paid eight (8) hours pay at the straight time rate, plus one (1) day's holiday pay. Overtime work on these holidays shall be paid at two (2) times the straight time hourly rate.

Employees ordered to report for work on any of the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are to be paid eight (8) hours pay at two (2) times the straight time hourly rate, plus one (1) day's holiday pay. Overtime work shall be paid for at the rate of four (4) times the straight time hourly rate.

No Employee shall receive pay for any holiday from more than one (1) Employer. An Employee, whether qualified or not, has the right to refuse to work on a holiday, provided the Employer has the required amount of Employees to fill that day's employment needs.

SECTION 6. COMPANY EQUIPMENT

For the purpose of providing maximum employment for the Employees of the Employer and for all Employees within the industry-wide collective bargaining unit covered by this Agreement, to the maximum extent permitted by law, and for the further purpose of protecting the job security, wages and other standards of employment established in this industry through collective bargaining from destruction or erosion, it is hereby agreed as follows:

(A) The Employer agrees to retain the number of trucks in each category driven by Employees represented by Local 282 that it owned on June 30, 1996. In addition, an Employer who signs the collective bargaining agreement with Local 282 for the first time after July 1, 1996 will retain the number of trucks owned as of the effective date of its first collective bargaining agreement. Said Employers can buy and sell any number of trucks over the aforementioned number, at the Employer's discretion. In the event economic conditions are such that the trucks owned as of June 30, 1996, or the date of said first collective bargaining agreement (whichever is applicable), are not working for forty-five (45) continuous days in the period between March 15 and December 14 and during said 45 days the Employer has not hired any outside trucks, it shall be considered that the trucks are in excess due to a failing economy and the Employer shall be free to sell such idle trucks and the Employer's obligation to own equipment is thereby reduced by the number of such idle trucks. Once the Employer has reduced its obligation to own trucks in accordance with this Section, the acquisition of additional equipment will not increase said obligation. In the event that idle days before December 15 and after March 15 are aggregated, the applicable period shall be sixty (60) continuous days. Time during which a truck is not working due to inclement weather shall not be counted, nor shall the period of December 15 through March 15 be counted towards said 45 or 60 day periods.

(B) Notwithstanding anything to the contrary in this Agreement, the following shall apply to any Employer who is a General Contractor, as distinguished from an Employer who is not a General Contractor, including but not limited to Utility Contractors and Employers who are in the truck rental business. No Employer shall be deemed a General Contractor as defined herein without the consent of the Union. Any such General Contractor can buy and sell any number of trucks at its discretion as hereinafter set forth. In the event that any trucks owned by a General Contractor as of June 30, 1996, or the date of said first collective bargaining agreement (whichever is applicable), are not working for twenty-five (25) continuous days in the period between March 15 and December 14 and during said 25 days the General Contractor has not hired outside trucks (except as otherwise permitted under this Agreement), the General Contractor shall be free to sell such idle trucks and the General Contractor's obligation to own equipment is thereby reduced by the number of such idle trucks. Once a General Contractor has reduced its obligation to own trucks as provided for herein, the acquisition of additional equipment will not increase said obligation. In the event that idle days before December 15 and after March 15 are aggregated, the applicable period shall remain 25 continuous days. Time during which a truck is not working due to inclement weather shall not be counted, nor shall the period between December 15 and March 15 be counted towards said 25 day period.

(C) Any truck put in the shop for repairs shall be repaired in a reasonable length of time. The Union shall have the right, upon complaint of a driver of a violation of this Section, to have an impartial mechanic or Steward check the repairs made on said truck. The Employer shall be held responsible for any work days lost by a driver in excess of reasonable time needed for repairs on said truck.

(D) The Employer shall not hire outside trucks or equipment unless all his available, suitable trucks and equipment are in use. Thereafter, the Employer shall hire only from others whose drivers receive wages, working conditions, benefits and standards of employment no less favorable than those contained herein, and who agree to submit any grievance or dispute concerning their compliance with such undertaking to the Joint Labor-Management Disputes

Panel in accordance with the Settlement of Disputes provision contained in this Agreement. Each morning the Employer shall provide the Shop Steward with a list of trucks hired for that day. Said list shall be posted by the Shop Steward.

The Employer shall notify Local 282 and the Local 282 Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds ("Funds"), on a weekly basis, of the identity and address of the truck or equipment supplier, the number of trucks supplied, and the hours of work involved for each truck. If the Union, by an officer, by written notice with report of delivery notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such non-compliance for the period only beginning two (2) working days after the receipt of such notice (hereinafter referred to as the "Notice Date"). The Union will promptly provide written notice to the Employer, once the non-complying truck or equipment supplier is in compliance.

The truck or equipment supplier shall pay to the persons or Fund(s) entitled thereto the amount of any delinquency arising prior to the Notice Date. The Employer and truck or equipment supplier may be held jointly liable and may have to pay to the person or Funds entitled thereto the amount of any delinquency arising after the Notice Date.

If the Employer hires trucks or equipment from Owner-Divers who do not have a collective bargaining agreement with Local 282, the following conditions shall prevail:

(1) "Owner-Driver" is defined as a person who owns (or in fact controls) one (1) truck or piece of equipment, and who, in fact, personally operates that piece of equipment, and who does not possess the normal attributes of an "Employer" in the industry.

(2) The Owner-Driver shall be deemed and Employee of the Employer that has bid for and been awarded the job for which trucking services are required and for which Owner-Driver are engaged, and the Employer expressly reserves the right to control the manner, means and details of and by which the Owner-Driver performs his services as well as the ends to be accomplished, in a manner consistent with this Agreement.

(E) The Employers shall make contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds for an Owner-Driver in the same amounts and at the same time as for his own Employees.

(F) The Employer shall reimburse the Owner-Driver for tolls and shall pay penalties imposed upon the Owner-Driver for overloading and for spillage due to improper loading.

(G) The Owner-Driver who has a grievance may assert it only and exclusively through the Union and not otherwise.

(H) The Employer will not participate in any fashion, scheme, device or plan (either directly or indirectly through relatives, business associates or Employees) to defeat the terms and intent of this Section.

(I) "Trucks and equipment" shall include the following: trucks, tractors, trailers, euclids, turnapulls and other equipment within the jurisdiction of Local 282.

(J) No Employer shall send his trucks out of the jurisdiction of Local 282, unless he has no work for same or unless undue hardship would result.

(K) In order to maximize industry employment opportunities, the General Contractors will use company equipment when work is subcontracted to the maximum extent practicable when economically feasible.

(L) The seller who delivers materials shall use its own available suitable equipment to the maximum extent practicable when economically feasible.

(M) An Employer with a place of business outside the jurisdiction of Local 282 may not bring in manned trucks or equipment into the Local 282 jurisdiction unless the Employer's available suitable trucks or equipment are fully employed, and provided that such trucks or equipment are neither manned nor regularly employed in Local 282's jurisdiction.

(N) New clothing shall be provided to men working on liquid bituminous trucking.

SECTION 7. WORK PRESERVATION

(A) An Employer shall have the sole discretion to assign all pick-up trucks and suburbans, to Employees who may or may not be covered by this Agreement.

(B) A driver will take care of his cab, inside and out.

(C) Each morning the Shop Steward shall be provided with a list of all jobs scheduled for that day.

(D) All trucks on the Employer's job site will have its owners' names and addresses printed thereon.

(E) The Employer agrees that all containers utilized on the job site for removal of excavation material and construction debris shall be delivered and removed by persons covered by this Agreement.

(F) The Employer recognizes the Jurisdiction of its Employees covered by this Agreement to operate the equipment listed in Section 22 of this Agreement to perform work traditionally performed by Employees covered by this Agreement. This shall also include concrete mobile trucks and helicopters. The foregoing is not intended to interfere with situations in which any such trucks or other equipment are or may be operated by persons who are not covered by this Agreement for the performance of work not traditionally performed by Employees covered by this Agreement.

SECTION 8. BREAKDOWNS AND TRANSPORTATION

(A) When any vehicle breaks down, the Employer shall transport and pay the Employee back to the barn from which the Employee was assigned that day.

(B) An Employee who finishes the day's work at a barn other than that from which the Employee began the day's work will be entitled to transportation and pay back to the starting barn.

SECTION 9. SETTLEMENT OF DISPUTES

(A) Creation of Disputes Panel. A Joint Labor-Management Disputes Panel is hereby created to act as a Board of Arbitration and to hear and determine disputes referred to it, pursuant to the provisions of this Section. Such Panel shall consist of three (3) representatives designated by the Employer's negotiating committee and three (3) representatives designated by the Union, all of whom shall serve without compensation. The Employer representatives shall not include a party to a pending dispute or an official of such party. The representatives of the Union shall not include any business-agent directly involved in a pending dispute.

The Panel shall have two (2) Co-Chairs from among their number, one (1) designated by the Employer members, and one (1) designated by the Union members. During the term of this Agreement, the Panel members and Co-Chairs shall be as set forth in Appendix "A" hereto.

In the event of the resignation or death of a Panel member, or during the time when a Panel member is involved in a dispute pending before the Panel, the Alternate Panel member shall become a member of the Panel in said Panel member's place and stead and a new Alternate shall be named to fill the vacancy thus created by either the Employer or the Union Panel members, as the case may be.

(B) Jurisdiction of Panel. Any and all complaints, claims, grievances, controversies or disputes between the Union and the Employer in connection with or in relation to this Agreement or concerning the interpretation, application, performance or alleged breach thereof by either of the parties hereto, or by any other party signatory to this Agreement or with respect to any term or condition of employment hereunder, which the parties are unable to settle between them may, except for disputes concerning discharge of or disciplinary action against an Employee, be submitted for arbitration and final determination to the Joint Labor-Management Disputes Panel created in subdivision (a) hereof.

(C) Power and Duties of the Panel. The Panel shall investigate each and every complaint, claim, grievance or dispute referred to it and is empowered to call witnesses, issue subpoenas and subpoenas duces tecum, engage certified public accountants and, in its discretion on a case by case basis, keep minutes of the hearing. The decision of the Panel in any case, in addition to an award, may include an opinion, and the award may grant mandatory and injunctive relief, damages, and such other relief as the Panel deems appropriate. The Panel may also assess the actual reasonable costs and expenses of the proceeding equally among the parties thereto, or in such other disproportionate manner as it may determine. The decision of the Panel shall be in writing and shall be subscribed and acknowledged by all members concurring in the decision and shall be served on the parties to the dispute.

(D) Presentation of Dispute.

(1) The jurisdiction of the Panel may be invoked by the Union or by any Employer signatory to this Agreement by the service of a written notice upon the Union, if invoked by an Employer, or upon the Panel, if invoked by the Union, which notice shall contain a clear and concise specification of the dispute and identification of the parties involved.

(2) If the Union is unable to resolve a dispute presented by an Employer to the latter's satisfaction within a reasonable time, the Union shall refer such grievance to the Panel, failing which, the Employer may refer it directly to the Panel. Disputes of the Union shall be referred directly to the Panel. The Panel shall hold regular meetings on the first Tuesday of each month or, if such day is a Holiday, on the next business day thereafter. In the event there are no matters scheduled to come before the Panel at a particular monthly meeting, such meeting may be canceled. The Panel, by either Co-Chair, shall notify all parties thereto of the dispute and of the time and place of the hearing no less than two (2) working days prior to the hearing. Notwithstanding the failure of any party duly notified to appear, the Panel may hear and determine the controversy upon the evidence produced. Each party shall be entitled to be heard, to present evidence and to cross-examine witnesses and shall have the right to be represented by an attorney.

To be a valid claim from an individual Employee of the Employer or member of the Local 282 bargaining unit, the claim must be received by the Union co-chair within fifteen days of the alleged occurrence. The Employer must receive notification of the claim within 30 days of the alleged violation. All claims which do not meet these requirements shall be declared null and void. [Said claim must be verified by the job supervisor, or the Shop Steward if the job supervisor is no available, in writing. This applies to where there is a super and/or Shop Steward.[Employer's propose to delete bracketed language.] For a claim filed by any individual Employee of the Employer or any Local 282 bargaining unit member to be valid under this Section, the work in question must represent the equivalent of a fair day's work.

If a contractor cannot resolve a claim made against them, their representative must appear on the first and only scheduled date of the panel meeting for that claim.

(E) Panel Quorum and Vote.

(1) Four (4) members of the Panel, two (2) from those designated by the Employer and two (2) from those designated by the Union, shall constitute a quorum. The Panel may not act in the absence of a quorum. The decision of the Panel shall be considered as final if there is concurrence of at least four (4) members of the Panel.

(2) In the event of the failure of the Panel to fix a time and place for the hearing of the dispute as provided for herein, or if the Panel is deadlocked or fails to reach a decision within ten (10) working days after the first hearing, unless a quorum extends this period for an additional period not to exceed ten (10) working days, the dispute, at the insistence of any party thereto, may be submitted to one of the impartial Arbitrators designated in Appendix "B" (said Arbitrator to be selected as provided therein) for final and binding arbitration. The Arbitrator shall have all the powers granted to the Panel herein.

(F) Discharges and Disciplinary Action.

(1) Should any dispute arise between the Employer and the Union in connection with the discharge of an Employee or disciplinary action taken against an Employee (for just cause only) which cannot be adjusted by the parties themselves, the dispute shall be submitted for arbitration to one of the impartial Arbitrators designated in Appendix "B" (said Arbitrator to be selected as provided therein). Such notice shall contain a clear and concise statement of the grievance and the arbitration shall proceed, at the direction of the Arbitrator, to final conclusion, in accordance with the laws of the State of New York.

(2) In the event of a discharge, the arbitration hearing shall take place within a reasonable time and continue expeditiously and a decision shall be rendered within a reasonable time after the conclusion of the hearing. Unlike a regular Employee, who may be discharged or disciplined immediately, a Shop Steward or On-Site Steward shall not be dismissed (although the Shop Steward or On-Site Steward need not be assigned to work) until a decision authorizing the same is rendered.

(3) The Employer shall have the right to discipline or discharge Employees for just cause. Failure to wear personal protective equipment such as hard hats and vests, as required by OSHA, NYSDOT or any governing authority is a subject of discipline. In assessing discipline, the Employer shall follow generally accepted principles of progressive discipline unless the severity of the offense warrants immediate discharge.

(G) Miscellaneous Provisions.

(1) The parties expressly agree that the oath of the Panel is waived.

(2) All notices required or permitted to be given by this Section, including the decision of the Panel, shall be given by registered or certified mail, return receipt requested, by telegram with proof of service, or by any other method or manner, provided receipt thereof is confirmed by the recipient. Notices shall be addressed to the Union at, 2500 Marcus Avenue, Lake Success, NY 11042, and to the Employer at its last known address. Notices to the Panel shall be to the Co-Chairs at the addresses set forth on Appendix "A" hereto, or as the same maybe changed in writing, served on the Union from time to time.

(3) All determinations, decisions and awards shall be final, conclusive and binding upon the parties hereto and may be enforced as any other arbitration award in accordance with the laws of the State of New York.

(4) The service of any notice required by the CPLR but not expressly provided herein, is hereby waived.

(5) In the event that an Employer fails to abide by an award of the Panel or impartial Arbitrator, the Union may take such action as it deems appropriate against the defaulting Employer including a strike; and in the event the Union fails to abide by such an award, the Employer affected may take such action as it deems appropriate, including a lockout.

(6) It is specifically understood and agreed that all the remedies and procedures established herein are exclusive.

(7) Whenever possible, the Panel will announce its decision on the same day a matter is heard.

(8) Any Employee, whether on the seniority list or not, who wishes to make a claim due to an alleged infraction of rules in reference to the Union Agreement, must first be obligated to shape either the home barn of the Employer or the job site by 8:00 A.M.

(9) The parties agree that they will not go to Court to prevent any arbitration or panel hearing.

(10) The parties agree that they will not go to Court to vacate or appeal any arbitration or panel award involving an individual member (e.g., discharge, suspension, wage claim). A repeated offender may be required by the Panel to pay an additional full day's claim for each violation to the Local 282 Pension Fund, in addition to all other penalties.

(11) The parties shall develop procedures for expedited arbitration which shall include: (i) regular monthly arbitration dates to be scheduled in advance with the arbitrators, (ii) expedited arbitration of all discharges, and (iii) the automatic submission of deadlocked claims to the next available date. Arbitrators who serve on the panel will be asked to hear several cases in a single day.

(H) This Section Nine (9) shall not apply to Tier "B" Employees, except as provided in Section 11.

SECTION 10. SHOP STEWARDS AND ON-SITE STEWARDS

There shall be a Shop Steward appointed by the Local Union to see that the conditions of this Agreement are not violated by either the Employer or Employees. In case of slack season, the Shop Steward shall be the first Employee to go to work and the last Employee laid off. Under no circumstance shall the Shop Steward be discriminated against.

The Shop Steward and On-Site Steward shall receive One Dollar (\$1.00) an hour, in addition to the wage provided in Section 2 hereof, for automobile chauffeurs.

The Shop Steward shall be afforded the opportunity of visiting each of the Employer's job sites within the Union's jurisdiction once a week except where On-Site Steward is employed. The Shop Steward shall be provided with a pickup truck or station wagon for the purpose of these visits.

The Employer will furnish to its Shop Steward a list of all its subcontractors two (2) weeks before the subcontractors arrive on the job.

Upon determination by the Union that an Employer has substantially undermined the payment of wages, Welfare, Pension, Annuity, Job Training or Vacation and Sick Leave Fund Contributions, Dues or Building Fund checkoff, and that it would be in the interests of the

bargaining unit to appoint a Shop Steward from outside the bargaining unit, the Union may appoint such an individual as Shop Steward until it determines that substantial compliance with the conditions in the Agreement has been restored.

Assuming that the Shop Steward's type of equipment is used at the Shop Steward's barn on any day, the Shop Steward shall leave at the last shape of the day. Thus, if there is only one shape, the Shop Steward will leave at that shape; if there are two shapes, the Shop Steward leaves at the second shape; if there are three shapes, the Shop Steward leaves at the third shape, but the Shop Steward may be the last person to leave at the last shape of the day. While the Shop Steward is at the barn, the Shop Steward shall be available for work. In the event of an early start (shape before 6:30 A.M.) the foregoing shall also apply.

(A) On-Site Steward.

(1) An On-Site Steward ("OSS") shall be employed where an Employer is contracted to be responsible for, manage or perform (as owner, general contractor, prime contractor, sub-contractor or construction manager – however described) work on a construction site, and the total gross cost (excluding land cost and architect fees) of all construction on the site (by whomever performed, and whether or not covered by the Employer's contract) is Forty Million Dollars (\$40,000,000.00), effective July 1, 2008.

On large public projects, where bids are let in separate "segments" or bids, the standard of \$40,000,000.00 shall apply to single bid jobs, effective July 1, 2008.

If the job is a multi-shift job, there shall be an OSS for each shift.

(2) On all jobs whose total gross cost of construction, as defined above, is One Hundred and Twenty Five Million Dollars (\$125,000,000.00) or more, a second OSS shall be employed on the first shift only.

(3) The OSS shall be employed from the start of construction [after preliminary job set up (no line item work involved) has been performed] until the job is completed, however the OSS shall not be employed while the job is completely shut down for at least one (1) week due to government requirements or weather related conditions. The OSS shall not be employed during the performance of punch list inspection and punch list work on the job.

(4) The OSS and any replacement OSS shall be appointed by the Union from the seniority list of the Employer. If the Union replaces the OSS, the Union agrees to hold harmless and indemnify the Employer for any arbitration awards or Court judgments for wages lost by a replaced OSS resulting from the Union's actions in replacing said OSS. The OSS shall function as the On-Site Steward. The OSS shall handle all grievances involving the application of this Agreement on the job site. The OSS shall be allowed a reasonable amount of time to conduct Union business consistent with the concept that the OSS is a working Teamster.

(5) The OSS shall work a regular shift. For the purposes of overtime assignments, the OSS's work day shall begin when the first truck starts unloading in the morning and shall end work when the last truck completes loading at the end of the day on the job-site.

(6) The OSS shall not be paid for company equipment moves to or from the site or refueling during off-hours, or any work performed by other persons during the lunch period.

(7) The OSS shall be subject to the direction and control of the Employer at all times, consistent with Paragraph five (5) herein. The OSS's duties shall include, but are not limited to, the normal duties of a Teamster, the hauling of materials for any Employer or Employers in a vehicle provided by his Employer, the coordination of safety efforts relating to Teamsters on the site. It is understood that the performance by the OSS of his function under this Agreement, including the driving of a vehicle consistent herewith, shall not subject the Employer to claims by other Employees on the seniority list or lists if they are unemployed.

The OSS shall not deprive Employees on the seniority list of the Employer, or any other Employer, of their normal work opportunities. As a standard practice, the OSS shall not be used for the transportation of materials between job sites of the Employer. This does not preclude the movement of critical supplies.

Persons, including Shop Stewards and On-Site Stewards, are absolutely forbidden and are without any actual or apparent authority to, in any manner, interfere or threaten to interfere with the operations of any person, including Employer signatories – or Employers that are non-signatories – to any collective bargaining agreement with this Local, without, prior thereto, receiving express approval for such conduct from the Chief Operating Officer of this Local.

An Employee who has been appointed as an OSS shall maintain his/her position on the seniority list of the Employer that the OSS was employed by at the time of his/her appointment, for the duration of that appointment, provided the OSS returns to his/her Employer within fifteen (15) working days of the termination of his/her employment.

SECTION 11. SENIORITY

(A) Seniority shall prevail. When the Company is a "buy out" the Employees go to the bottom of the seniority list. In a "merger," the Employees are to be slotted.

(B) Employees who are hired on or after July 1, 2008 shall be placed on the seniority list of the Employer on the basis of hire date. Any such new Employee shall not be protected by the "just cause" provisions of the Agreement (including Section nine (9) of this Agreement), except that the Union shall have the right to grieve and arbitrate the discharge or discipline of any such new Employee if the Union believes that the discharge violates any local, state or federal law, including but not limited to federal labor and/or anti-discrimination laws.

SECTION 12. FEDERAL AND STATE LAW

Employers shall protect Employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and New York State Law. Employees called for military service in any branch of the U.S. Government shall resume seniority with their former Employer when discharged from such service.

SECTION 13. WELFARE, PENSION, ANNUITY, JOB TRAINING AND VACATION AND SICK LEAVE TRUST FUNDS

(A) Welfare.

(1) Full Rate Work. Effective July 1, 2008, the Employer shall contribute Nine Dollars and Ninety-Five Cents (\$9.95) to the Local 282 Welfare Trust Fund ("Welfare Fund") for each hour worked under this Agreement during the regular workweek (Monday-Friday) for Full Rate Work, up to a maximum of forty (40) hours. Effective July 1, 2009, the aforesaid contribution rate of \$9.95 per hour shall be increased to Ten Dollars and Eighty-Five Cents (\$10.85) per hour for Full Rate Work. Effective July 1, 2010, the aforesaid contribution rate of \$10.85 shall be increased to Eleven Dollars and Ninety-Five Cents (\$11.95) per hour for Full Rate Work.

(2) The welfare contribution rates for construction work other than Full Rate Work for each of the three years of the Agreement are set forth in Section 3(B) of this Agreement. Such contributions shall be made for hours worked in the same manner as contributions are made for hours worked for Full Rate Work.

(B) Pension. Effective July 1, 2008, the Employer shall contribute Seven Dollars (\$7.00) to the Local 282 Pension Trust Fund ("Pension Fund") for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours. Effective July 1, 2009, the aforesaid contribution rate of \$7.00 shall remain (\$7.00) per hour for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours. Effective July 1, 2010, the aforesaid contribution rate of \$7.00 shall remain (\$7.00) per hour for each hour worked under this Agreement, during the regular work-week (Monday-Friday), up to maximum of forty (40) hours.

(C) Contributions to the Welfare and/or Pension Fund for work performed on Saturday or Sunday will be a maximum of eight (8) hours for each day. Hours worked shall include paid holiday hours and paid vacation hours, up to a maximum of eight (8) hours per day.

(D) Annuity. Annuity contributions as set forth herein shall be made for hours paid based on Full Rate Work Only. Effective July 1, 2008, the Employer shall contribute Nine Dollars and One Quarter of a Cent (\$9.0025) to the Local 282 Annuity Trust Fund ("Annuity Fund") for each hour paid at the straight time rate. Effective July 1, 2009, the contribution rate of \$9.0025 shall be increased to Nine Dollars, Fifty and One Quarter of a Cent (\$9.5025) for each hour paid at the straight time rate. Effective July 1, 2010, the contribution rate of \$9.5025 shall be increased to Ten Dollars, Seven and One Quarter of a Cent (\$10.0725) for each hour paid at the straight time rate.

For each hour paid at a premium rate, the Employer will make the contribution to the Annuity Fund at the applicable premium rate.

SECTION 14. JOB TRAINING TRUST FUND

Contributions to the Job Training Trust Fund shall be for hours paid applicable to Full Rate Work Only. The Employer shall contribute fifteen cents (\$.15) per hour to the Local 282

Job Training Trust Fund for every hour paid for, up to a maximum of forty (40) hour per Employee per week.

SECTION 15. VACATION AND SICK LEAVE FUND

Contributions to the Vacation and Sick Leave Fund shall be for hours paid applicable to Full Rate Work only. The Employer shall contribute Three Dollars and Thirty-Seven Cents (\$3.37) to the Vacation and Sick Leave Fund for every hour paid except for holiday pay to each Employee for the duration of this Agreement. The Employer shall contribute Three Dollars and Thirty-Seven Cents (\$3.37) to the Vacation and Sick Leave Fund for every hour paid except for holiday pay to each Employee for the duration of this Agreement.

(A) Payments to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds shall be made for all pay periods ending within a calendar month forty-five (45) days after the close of that calendar month. Payment forms shall be furnished by the Funds prior to the fifth (5th) day of each month.

An Employer who fails to make payment to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds, Dues or Building Fund Check-Off when due, shall be subject to all the remedies set forth in Section 502(g)(2) of ERISA.

(B) The Trust Agreements governing the Local 282 Welfare Pension, Annuity, Job Training and Vacation and Sick Leave Trust Funds, as they shall be amended from time to time, are hereby made a part of this Agreement with the same force and effect as if fully incorporated herein, and the Employer and the Union hereby agree that upon the execution of this Agreement they shall be deemed parties to said Trust Agreements. Failure of the Employer to make payments of said contributions promptly when due shall authorize the Union to take immediate economic action against the Employer, without waiting for arbitration, notwithstanding any other provisions in this Agreement. Before any action is taken by the Union or its members, the Employer shall be entitled to notice in writing by certified or registered mail, giving the Employee an opportunity to make his/her payments within five (5) days and, if the Employee fails to make the payments, then the foregoing procedure may be followed by the Union or the Employees. Those Employees who would have worked but for the economic action shall be paid their wages and fringes by the Employer.

(C) Any Employer, including Joint Ventures, which became, or becomes, a contributor to the Local 282 Pension Fund on or after June 30, 1982, will have no withdrawal liability except that computed solely with reference to any changes in the unfunded vested benefits under this Plan for Plan Years, ending on or after June 30, 1982, in which said Employer was required to contribute to the Local 282 Pension Fund.

SECTION 16. SURETY BOND

(A) The Employer shall provide a Surety Bond to guarantee payment of contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds and Dues to the Union, as provided for in this Agreement. Said Surety Bond shall be in the amount of \$5,000 per Employee with a minimum obligation of \$10,000.00.

The number of Employees to be used in calculating the surety bond obligation is the greater of the number of Employees on the Employer's seniority list, or the average number of Employees for whom the Employer was obligated to make contributions as stated on the last twelve (12) remittance reports submitted by the Employer, or, if greater, the number of Employees identified by the most recent audit, at the time the contract is first signed or the date an existing bond expires. In lieu of a bond to secure payment of contributions to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds, and Dues to the Union, the Employer may, if and to the extent that the Trustees of the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds so authorize in writing:

(1) deposit cash, in an amount determined pursuant to paragraph (a) of this Section, in escrow with a financial institution approved by the Trustees, to be held pursuant to the terms of an escrow agreement authorized, by the Trustees, or

(2) deliver to the Trustees the personal guarantee, with such terms and conditions as may be required by the Trustees in their sole discretion, of one or more of the duly appointed officers of the Employer pursuant to which each such officer will promise to pay and to hold himself/herself personally liable to pay to the Trustees upon demand any contributions which the Employer does not timely pay to the Welfare, Pension, Annuity, Job Training and Vacation and Sick Leave Funds.

(B) In the event that an Employer fails to make contribution payments for four (4) consecutive months, or in the event that an audit discloses that the payments made by an Employer are less than sixty percent (60%) of the amount of contributions that the auditor has determined the Employer was obligated to pay, the amount of the surety bond immediately doubles and remains at the higher amount for the duration of this Agreement.

(C) A member of the Long Island Contractors' Association, Inc. whose records have been audited by the Funds' Auditors and the most recent audit does not show a material discrepancy shall not be required to post a bond. Thereafter, if said Employer's records are audited by the Funds' auditors and the audit shows a material discrepancy, the Employer shall be required to post a bond as set forth in subsection (a).

Any member of the Long Island Contractors' Association, Inc. whose records have never been audited by the Funds shall be required to post a bond as set forth in subsection (a).

An Employer affiliated by common ownership or through a joint venture with a member of the Long Island Contractors' Association, Inc. shall not be required to post a bond under this section unless the affiliated Employer is required to post a bond under this Section.

(D) Any contractor who has not posted a surety bond, and is not in compliance with this section, shall pay all benefits (Pension, Welfare, Annuity, Building Fund, Vacations and Sick Leave Fund, Dues Checkoff and Heavy Construction Industry Fund) on a weekly basis.

Before any economic action is taken by the Union or its members pursuant to Section 12(h) of the Agreement against an Employer that has not posted a bond and that has failed to make contributions on a weekly basis, the Union shall provide a signatory General Contractor with two (2) working days notice of a pending economic action against such

Employer prior to sending the Employer the five (5) day notice set forth in Section 12(h) of this agreement.

SECTION 17. EXAMINATION OF PAYROLL RECORDS AND TRUCK RENTAL RECORDS

The Union shall have the right to have a certified public accountant examine the driver's payroll records (including those of owner-drivers) and truck rental agreements and records.

SECTION 18. LAYOFF AND LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

(A) Leaves of absence without pay may be granted by the Employer during the period from December 15th to March 15th.

(B) Leaves of absence or layoffs during periods of extended lack of work may be granted by agreement of the Employer and Union.

(C) Employees who seek a leave of absence or layoff for extended lack of work shall do so by obtaining a layoff form from Local 282, which shall be signed by both the Employer and Local 282. A copy of said layoff or leave of absence notice shall be maintained by Local 282 and the Employer.

(D) When regular employment is not available for an Employee, he shall be laid off for lack of work. During such layoff, the Employee shall retain seniority without the need to shape regularly. When regular employment becomes available, the Employee on layoff shall be notified by the Employer, by certified mail to his last known address, to return to work. To preserve his seniority, an Employee must report to work within three (3) working days after receipt of such letter. An Employee who accepts a layoff for lack of work shall not have any claim for work performed sporadically by any other Employee during the period of layoff.

(E) In case of death in an Employee's immediate family (*i.e.*, spouse, mother, father, sister, brother, child, mother-in-law, father-in-law), the Employer shall grant each Employee who has worked for the Employer at least thirty (30) days in the previous twelve (12) months a maximum of two (2) days off with pay, for the express purpose of attending funeral services for the deceased. The days shall be guaranteed regardless of day of death or day of funeral, provided the Employee loses two (2) days of work.

SECTION 19. TIME IN COURT

An Employee called as a witness for the Employer shall be paid for time spent in court.

SECTION 20. FINES AND VIOLATIONS

Employer shall pay or reimburse the Employee in full for all fines which result from overloading, spilling of material and any condition of the vehicle, its accessories, equipment or the maintenance of the same, the primary responsibility for such matters being assumed by the Employer. Should an Employee receive a summons as a result of any of the aforementioned circumstances, such Employee shall, immediately upon return to the Employee's place of

employment, submit the summons to the Employee's supervisor or designated Agent of such Employer.

Whenever a Driver is fined or penalized because of spills, overload (including maximum weight or load distribution) or faulty equipment, the Employer shall pay all costs and damages assessed against the Employee, including bail bonds, legal fees, fines, accrued overtime for delay and for any lost earning opportunity that the Employee might suffer. All fines must be paid by the Employer on or before the date set by the Court, and the driver must be furnished with a receipt evidencing payment of such fine by the Employer.

If the Employee is required to appear in court, outside of normal working hours, for the above referenced causes the Employee shall be paid eight (8) hours pay at the straight time rate, without fringes. It is the responsibility of the Employee to turn over to the job supervisor any citation within twenty-four (24) hours of receipt. Failure to turn in the citation will relieve the Employer of any responsibility to pay for court appearance, or any other costs. The job supervisor shall provide an appropriate written receipt to the Employee.

The Employer shall not discriminate against, discharge or discipline or refuse to hire an Employee on the basis of violations or tickets received by the Employee due to Employer acts. The Employer shall furnish a satisfactory bond for the purpose of guaranteeing this obligation.

Employees shall not be held responsible for overloaded vehicles, except if the driver has failed to follow the routing instructions. Whenever a driver is penalized because of such overload, the Employer shall bear all cost in connection with such overload penalty and shall pay damages assessed against the Employee, including accrued overtime for delay and/or lost earning opportunity that the Employee may suffer.

In the event the Employee shall suffer a revocation of his/her Chauffeur's license solely because of the violation of any laws by his Employer (and not as a result of the Employee's previous violations), the Employer shall provide suitable and continued employment for such Employee, at not less than his/her regular earnings, for the entire period of revocation of license, and the Employee shall be reinstated in the seniority he/she held prior to revocation of the driver's license, after the driver's license is restored.

SECTION 21. SUCCESSORS

If the Employer acquires the business or assets of another Employer who had entered into a collective bargaining agreement with the Union, then this Employer hereby assumes all of the obligations of said prior Employer to the Union and its members. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as "successor"), the Employees of the Employer affected shall be employed by the successor and such operation or part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. If the successor does not have a collective bargaining agreement with Local 282 at the time of the transaction, the Employees employed by the successor pursuant to the terms of this

section shall be maintained by the successor as a separate collective bargaining unit, and shall not be integrated with any other Employees, whether or not the successor's Employees are represented by any other labor organization. The Employer shall give notice of the existence of this Agreement to any potential successor. Such notice shall be in writing, with a copy to the Union, prior to the time the Employer, executes a contract or transaction as herein described with any successor. The Union shall also be advised of the exact nature of the transaction, not including financial details. No transaction described herein shall become effective unless and until the Union has been notified in writing by the Employer and the successor has agreed to assume the obligations of this Agreement.

SECTION 22. EQUIPMENT COVERED

Equipment requiring the operator to possess a valid commercial driver's license (CDL) shall be manned and performed by Employees covered by this Agreement. In addition, water trucks and euclids that are operated on-site shall be manned and performed by Employees covered by this Agreement.

SECTION 23. JOB CONFERENCE

Every Employer who is awarded a Four Million Dollar (\$4,000,000) job, whether as General Contractor, Construction Manager (however described), Prime Contractor, or Sub-Contractor, shall immediately notify the Union of the job. At the Union's option, prior to the commencement of any work at the job site, the Employer shall meet with Local 282 to discuss conditions on the job and application of this Agreement to those conditions. If agreement cannot be reached, the matter shall be submitted to arbitration under this Agreement.

SECTION 24. TRUCK COVERS

Where a truck cover is necessary to effect safe conditions, adequate help will be given.

SECTION 25. PAY DAY AND METHOD OF PAYMENT

The Employer shall have the option to pay on Thursday or Friday, either by check or cash, for work performed during the previous payroll week. If a holiday falls on Friday, pay day shall be on Thursday; if a holiday falls on Thursday, pay day shall be on Friday.

A man who shapes on Friday and does not go to work shall receive his pay check not later than 8:00 A.M. If he has to wait for his pay he shall be paid in cash and he shall be paid one (1) hour at hourly standard wages if paid after 8:00 A.M. and before 9:00 A.M.; two (2) hours if paid after 9:00 A.M. and before 10:00 A.M.; and a full day's (8 hours) pay if paid after 8:00 A.M. and before 10:00 A.M. However, he is not to receive such payment unless he stays at the barn. Employers will work out methods to assure the Employees of a reasonable opportunity to cash checks. All Employees shall be paid when checks are due -- no exceptions. Each Employee shall receive a detailed pay slip indicating hours worked, overtime and identifying all deductions and their basis.

SECTION 26. EMPLOYEES' EXPENSES

The Employer shall pay the actual and necessary expenses incurred by Employees who, in the course of the Employer's business, are required to take trips of such duration as to necessitate sleeping away from home.

SECTION 27. LICENSES

If an Employer directs that a Teamster obtain a special license (other than a Commercial Driver's License) the Employer shall reimburse the Teamster for the cost of said license. The test shall be performed during normal working hours.

SECTION 28. SEPARABILITY AND SAVINGS CLAUSE

If any Section of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, or if compliance or enforcement of any Section should be restrained by such court or other tribunal pending a final determination as to its validity, the remainder of this Agreement shall continue in full force and effect and the Joint Labor-Management Disputes Panel shall convene for the purpose of agreeing upon a substitute or a replacement for such Section during the period of invalidity or restraint. If the Panel is unable to agree upon a satisfactory replacement or substitute within ten (10) days after the Section has been determined invalid or restrained, the issue shall be submitted to one of the impartial Arbitrators designated in Appendix "B", in accordance with the procedure established under Section 8, who shall have the authority to determine the appropriate substitute or replacement.

SECTION 29. STRIKE, LOCKOUT, ETC.

During the term of this Agreement, the Employer shall not engage in any lockout, nor shall the Union nor any of its members engage in, and the Union shall not sanction, encourage or permit any strike, sympathy strike, secondary boycott, work stoppage, slow down, sit down, cessation of work or interference therewith, except in the event of the violation by the other party of, or its failure or refusal to comply with, an arbitration award.

The Union shall not be responsible in the event of refusal on the part of any Employees to cross a legitimate picket line at a place of delivery, provided the Union has cooperated in inducing the Employees to work and had made every effort to have them proceed with their work.

SECTION 30. MOST FAVORED NATIONS

If during the life of this Agreement, the Union grants to any Heavy Construction or Excavating Employer for its operations in Nassau and Suffolk Counties more favorable terms or conditions of employment than those contained in this Agreement, and this is found to be the case by an Arbitrator per expedited arbitration, the Employer shall have the right to have such favorable terms and conditions incorporated herein. If the Employer engages in any work covered by the Union's New York City Heavy Construction & Excavating Agreement and/or the Union's New York City Asphalt Agreement, where such work is to be performed within the five (5) boroughs of New York City, then the Employer shall comply with all terms and conditions of

the New York City Heavy Construction & Excavating Agreement and/or the New York City Asphalt Agreement.

SECTION 31. SUBCONTRACTING

For any subcontracted work on the site, or work subcontracted by or through a subcontractor on the site, the Employer will also:

(A) Submit monthly reports of all hours worked for each Employee, in all classifications covered by this Agreement, whether that work is performed by an Employee of the Employer or an Employee of a subcontractor, or any subcontractor of a subcontractor;

(B) In the event that any subcontractor, or subcontractor of a subcontractor, fails to make contributions to the Local 282 Welfare, Pension, Annuity and Job Training Funds, Building Fund or Dues Checkoff as required by this Agreement, if the Union, by an officer, by written notice with report of delivery, notifies the Employer that a truck or equipment supplier is not complying, the Employer shall be responsible for such noncompliance for the period only beginning two (2) working days after the day of receipt of such notice. The Employer may submit the question of noncompliance to the Joint Labor-Management Disputes Panel.

(C) To be better able to comply with Sections (a) & (b), the Union agrees to supply to the Long Island Contractors Association a quarterly list of those Employers who have a signed Agreement with the Union and whose contributions to the Funds are current.

SECTION 32. SCOPE OF AGREEMENT

No provision of this Agreement is intended to create any obligation on the part of the Union which is enforceable against the Union by individual Employees.

SECTION 33. UNION-MANAGEMENT PREROGATIVES

There shall be mutual respect for interests and prerogatives of each other, consistent with the terms of the Agreement.

SECTION 34. LONG ISLAND HEAVY CONSTRUCTION INDUSTRY PROMOTIONAL FUND

The Long Island Contractors Association (previously known as the Nassau-Suffolk Contractors Association), herein the "Association", has established an industry promotional fund known as the Long Island Heavy Construction Industry Promotional Fund ("HCIPF"). The purpose of HCIPF shall be to meet all of the costs incurred in carrying on the normal business of the Association and promoting the general welfare of the Heavy Construction industry and the conducting of labor relations in all matters and problems incidental thereto.

The Fund shall be financed solely by Employer contributions of Forty-five Cents (\$.45) per hour, for Full Rate Work and twenty-five cents (\$.25) for other construction projects.

Employer contributions to the HCIPF shall be sent to the Local 282 Funds, by separate check payable to the "Long Island HCIPF", which monies shall be treated as Trust Funds by the Local 282 Funds and be immediately remitted to the HCIPF upon receipt thereof.

All Employer contributions to the Heavy Construction Promotional Industry Fund shall be paid on or before the forty-fifth (45th) day of each month covering all payroll periods ending during the preceding calendar month. Said contributions shall be remitted to the Local 282 Fund office, which shall act as a conduit only for these contributions. The Local 282 Fund office shall remit all such contributions received to the Heavy Construction Industry Promotional Fund.

All activities related or incidental to the above matter are to be financed by funds of the HCIPF and may include but shall not be limited to the following: The normal activities of the Association; safety and accident prevention; training and other education programs and seminars; public relations; industry relations; management expenses; maintenance of grievances and arbitration proceedings; research and systems methods and materials; disaster relief and civilian defense; market development; legislation; legal and court expenses; standardization of contracts and specifications; support of financial activities of general interest undertaken by other associations.

SECTION 35. DOUBLE BREASTED OPERATION

The Employer hereby agrees that in order to protect and preserve the work opportunities of the Employees covered under this Agreement, it shall not establish or participate in a DOUBLE BREASTED operation within the geographical jurisdiction of Local 282, namely the City of New York, Nassau and Suffolk Counties, or outside said area if the work is to be performed within said area.

SECTION 36. NON-DISCRIMINATION

The Employer and the Union agree there will be no discrimination against any Employee, or applicant for employment, with respect to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment, except as provided by law.

SECTION 37. POLYGRAPH

No Employee shall be required to take any form of lie detector test as a condition of employment.

SECTION 38. HAZARDOUS MATERIALS

(A) Conditions of employment at a hazardous/toxic waste site shall be subject to all safety and insurance regulations required by appropriate governmental agencies.

(B) Teamsters engaged in hazardous/toxic waste removal, on a state or Federally designated hazardous/toxic waste site, where the Teamster is in at hazardous/toxic waste material

area and is required to wear personal protective equipment for respiratory, skin or eye protection, the Teamster shall receive an additional premium of ten percent (10%) above the hourly wage set forth in this Agreement for that day.

SECTION 39. DRUG TESTING

(A) All Employers covered by this collective bargaining agreement shall comply with the U.S. Department of Transportation Drug and Alcohol Testing Policies.

(B) Where an Employer has reasonable cause to believe that an Employee is a drug abuser, substance abuser or alcohol abuser, the Employer can suspend the suspected abuser and require the Employee to undergo appropriate testing.

(C) If a drug test reveals that the Employee is not a drug, substance or alcohol abuser, the Employee shall be immediately returned to work and the Employer shall pay the Employee for the days the Employee would have worked during the suspension, up to a maximum of three (3) days.

(D) If a drug test reveals that an Employee is a drug, substance or alcohol abuser, the Employee will be suspended with no pay and the Employee will be given the opportunity to participate in a rehabilitation program, including the Employee assistance program sponsored by the Local 282 Welfare Fund, to suit the Employee's individual need under the guidance of an Employee Assistance Program Director. If the Employee tests positive after successful completion of two rehabilitation programs, the Employee shall be subject to discharge without recourse to the grievance procedure.

(E) If the Employee completes the rehabilitation program and subsequently tests clean of drug, substance, or alcohol abuse, the Employee shall be returned to his previous position with no loss of seniority.

(F) Should the Employee fail to participate in required rehabilitation or refuses to submit to appropriate testing for drug, substance or alcohol abuse, the Employee shall be terminated without recourse to the grievance procedure contained in the collective bargaining agreement between the parties.

SECTION 40. D.R.I.V.E.

The Employer will recognize a lawful, voluntary authorization for the D.R.I.V.E. deduction from wages to be transmitted by the Local Union to such organization as the Local Union may lawfully designate. The D.R.I.V.E. deduction shall be made from the Employees' wages only after a duly signed authorization card has been completed. The Employer further agrees to forward said contributions to D.R.I.V.E., International Brotherhood of Teamsters, 25 Louisiana Avenue, Washington, DC 20001.

SECTION 41. MATERNITY LEAVE

A pregnant Employee shall be permitted to continue working so long as she is capable of performing satisfactorily and medically permitted to do so. The Employer reserves the right to

request the Employee provide written statements from her doctor as to her continued employability during the last trimester of her pregnancy. An Employee may elect to begin maternity leave when medically required to do so or at the end of the seventh (7th) month of pregnancy, whichever is earlier, and shall return from such leave as soon as her physical condition permits, but no later than sixty (60) days after the date of delivery. If the Employee's medical condition prohibits a return to employment by such sixtieth day, and satisfactory proof of such fact has been provided to the Employer, the continued absence of the Employee will be treated as any other type of extended illness would be treated, for leave purpose, by the Employer.

SECTION 42. TERM

This Agreement, when signed, becomes effective on the 1st day of July, 2008 and shall remain in full force and effect through 30th day of June, 2011.

SECTION 43. SIGNATURES

This Agreement must be countersigned by either the President or the Secretary-Treasurer of the Union and is not valid unless so countersigned.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals
this _____ day of _____, 200____.

BUILDING MATERIAL TEAMSTERS
LOCAL UNION NO. 282

EMPLOYER

Affiliated with the International Brotherhood
of Teamsters

Company Name

By: _____
Signature

Street Address

Title

City State Zip

By: _____
Signature

Print Name

Title

Effective Date

Phone Number

**APPENDIX A
JOINT LABOR-MANAGEMENT DISPUTES PANEL**

UNION MEMBERS

**Thomas Gesualdi
Dominick Marocco
Paul Luddine
Anthony Pirozzi**

**c/o Local 282
2500 Marcus Avenue
Lake Success, NY 11042**

The Union members of a Panel shall consist of the Chair and any other two of the above individuals (other than a business agent directly involved in the dispute) designated by the Union to serve on the Panel for any particular case.

MANAGEMENT MEMBERS

**Marc Herbst
To Be Determined
James Pratt**

Notices to the Management members shall be sent

**c/o Long Island Contractors Association
150 Motor Parkway, Suite 307
Hauppauge, NY 11788**

In the event a management panel member is indisposed or ineligible to act, a replacement shall be designated by the Long Island Contractors' Association.

APPENDIX B
List of impartial arbitrators pursuant to Section 8:

RICHARD ADELMAN
SID BRAUFMAN
HOWARD EDELMAN
JOHN SANDS
GENE COUGHLIN
ROGER MAHER

In each matter submitted to arbitration pursuant to Section 9(e), the Co-Chairs of the Panel shall select a principal and an alternate Arbitrator by lot. For each such selection, the last Arbitrator so selected shall not be included in the lot.

In each matter submitted to arbitration pursuant to Section 9(f) the Employer and the Union shall select a principal and an alternate Arbitrator by lot. For each such selection, the last Arbitrator so selected shall not be included in the lot.

The alternate Arbitrator shall not be designated without the consent of both parties, and such consent shall not be unreasonably denied.

In any particular situation where an Arbitrator is to be selected, the parties involved in the selection process may agree upon any alternate procedure for such selection.

The list of impartial Arbitrators may be expanded or contracted and substitutions therein may be made upon agreement of the Union and the Industry panel chairs.

It is understood that the costs for any arbitration proceeding instituted pursuant to the terms of this Agreement shall be shared equally by the parties thereto. Should either party to said arbitration refuse to participate in the selection procedure set forth in Appendix B of the Agreement, within ten (10) working days after notice thereof by the other party, then the non-participating party shall accept the designation of the Arbitrator selected by the participating party and agrees to take part in the arbitration and agrees to be bound by the decisions of the selected Arbitrator.

APPENDIX C
Vacation and Sick Leave Provision

No Employee shall take more than 3 weeks vacation in any one contract year.

Vacation times shall be assigned at the discretion of the Employer, in conjunction with the Shop Steward.

All vacation requests must be submitted by April 1 when the Employer posts his final schedule and no changes are to be made

The Employer has the managerial right to deny an Employee a vacation during a holiday week. If the Employer grants the Employee's request to take a vacation during a holiday week, such Employee shall thereby waive any right to an extra day's pay or additional vacation day. If the Employee is directed to take a vacation during a holiday week, he shall be entitled to an additional vacation day with pay.

APPENDIX D
Teamsters Local 282 Utility Section:

The Utility Agreement is solely an amendment to the Nassau/Suffolk Heavy Construction & Excavating and Asphalt Industry Contract ("Agreement"). All terms and conditions of said Agreement are applicable hereto and in full force and effect therein, except as expressly modified by the terms of this Utility Agreement.

WORK COVERED

(A) This Agreement shall apply to and include all construction maintenance work of distribution, pipeline, and cable and communication lines, under the jurisdiction of the Union, contracted for or performed by a Utility Contractor, as distinguished from a General Contractor.

(B) Distribution work under this Utility Agreement is defined as follows: The repair *maintenance, construction, installation, treating and reconditioning of pipelines, transporting of coal, gas, oil or other similar materials, vapors or liquids (except sewer and water lines), as well as cable, conduit, fiber optic cables and telephone conduit within Nassau or Suffolk Counties, or within private boundaries exclusive of pipeline laying and welding of said pipelines in utility plants, airports and water crossings for Nassau and Suffolk utility companies, including but not limited to telephone, electrical and cable companies.*

(C) *Except as provided for in paragraph D below, in no event shall the Employer be required to pay higher wages or be subject to more unfavorable working rules than those established by the Union for any other Employer not signatory to this Utility Agreement who has negotiated a more favorable separate agreement with the Union, or is working within the Union's jurisdiction with the knowledge or tacit approval of the Union on the work provided for herein.*

(D) On-Site Steward — The conditions requiring an on-site steward contained in the Agreement shall apply, except that an on-site steward shall be required to be employed when the contract of the Utility Contractor is three million dollars or more.

(E) Tools and Materials — Maintenance and/or compressor trucks may carry all necessary tools, equipment and materials (including barriers and macadam in a reasonable quantity) required to open a job and perform an emergency response. The parties agree that all local, state and federal safety regulations and code requirements shall be considered in determining the amounts of materials, tools and supplies that a maintenance and/or compressor truck can carry to open the job.

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Rate

Schedule



Building Material Teamsters Local 282

THOMAS GESUALDI
President

LOUIS BISIGNANO
Secretary-Treasurer

Local 282
NASSAU/SUFFOLK HEAVY CONSTRUCTION &
EXCAVATING & ASPHALT INDUSTRY
2008-2011 RATE SHEET

Effective July 1, 2008

Tier A

WAGES	NO INCREASE	\$32.885 PER HOUR
ANNUITY	INCREASE \$1.00 PER HOUR TO	\$9.0025 PER HOUR
WELFARE	INCREASE \$0.75 PER HOUR TO	\$9.95 PER HOUR
PENSION	NO INCREASE	\$7.00 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
VACATION/SICKLEAVE	INCREASE \$0.67 PER HOUR TO	\$3.37 PER HOUR
CHECK OFF	NO INCREASE	\$0.90 PER HOUR
BLDG. FUND	NO INCREASE	\$0.10 PER HOUR

Effective July 1, 2009

Tier A

WAGES	INCREASE \$1.02 PER HOUR TO	\$33.905 PER HOUR
ANNUITY	INCREASE \$0.50 PER HOUR TO	\$9.5025 PER HOUR
WELFARE	INCREASE \$0.90 PER HOUR TO	\$10.85 PER HOUR
PENSION	NO INCREASE	\$7.00 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
VACATION/SICK LEAVE	NO INCREASE	\$3.37 PER HOUR
CHECK OFF	NO INCREASE	\$0.90 PER HOUR
BLDG. FUND	NO INCREASE	\$0.10 PER HOUR

Effective July 1, 2010

Tier A

WAGES	INCREASE \$0.75 PER HOUR TO	\$34.655 PER HOUR
ANNUITY	INCREASE \$0.57 PER HOUR TO	\$10.0725 PER HOUR
WELFARE	INCREASE \$1.10 PER HOUR TO	\$11.95 PER HOUR
PENSION	NO INCREASE	\$7.00 PER HOUR
JOB TRAINING	NO INCREASE	\$0.15 PER HOUR
VACATION/SICK LEAVE	NO INCREASE	\$3.37 PER HOUR
CHECK OFF	NO INCREASE	\$0.90 PER HOUR
BLDG. FUND	NO INCREASE	\$0.10 PER HOUR

Affiliated with the International Brotherhood of Teamsters



Local 282
NASSAU/SUFFOLK HEAVY CONSTRUCTION &
EXCAVATING & ASPHALT INDUSTRY
2008-2011 RATE SHEET

Effective July 1, 2008

Tier B

WAGES	\$19.25 PER HOUR
WELFARE ("D Rate")	\$6.25 PER HOUR
PENSION	\$7.00 PER HOUR
CHECK OFF	\$0.20 PER HOUR
BUILDING FUND	\$0.10 PER HOUR

Effective July 1, 2009

Tier B

WAGES	INCREASE \$0.75 PER HOUR TO	\$20.00 PER HOUR
WELFARE ("D Rate")	INCREASE \$0.50 PER HOUR TO	\$6.75 PER HOUR
PENSION	NO INCREASE	\$7.00 PER HOUR
CHECK OFF	NO INCREASE	\$0.20 PER HOUR
BUILDING FUND	NO INCREASE	\$0.10 PER HOUR

Effective July 1, 2010

Tier B

WAGES	INCREASE \$0.75 PER HOUR TO	\$20.75 PER HOUR
WELFARE ("D Rate")	INCREASE \$0.50 PER HOUR TO	\$7.25 PER HOUR
PENSION	NO INCREASE	\$7.00 PER HOUR
CHECK OFF	NO INCREASE	\$0.20 PER HOUR
BUILDING FUND	NO INCREASE	\$0.10 PER HOUR